LITTLE CLEWS

WILLIAM E. HINGSTON

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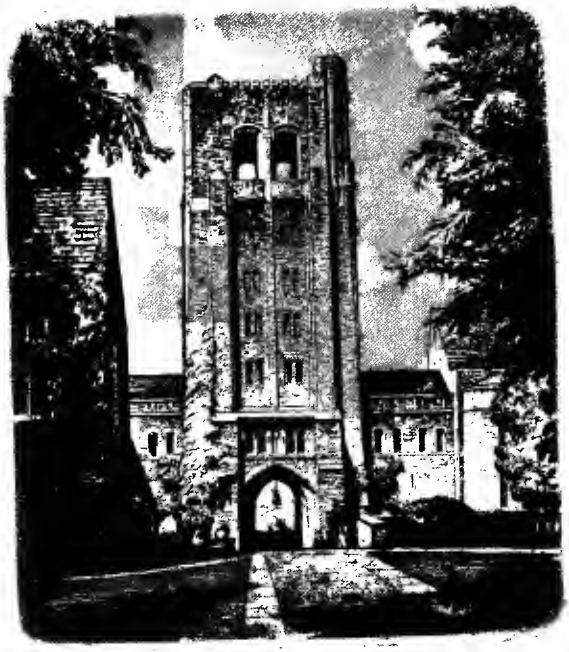

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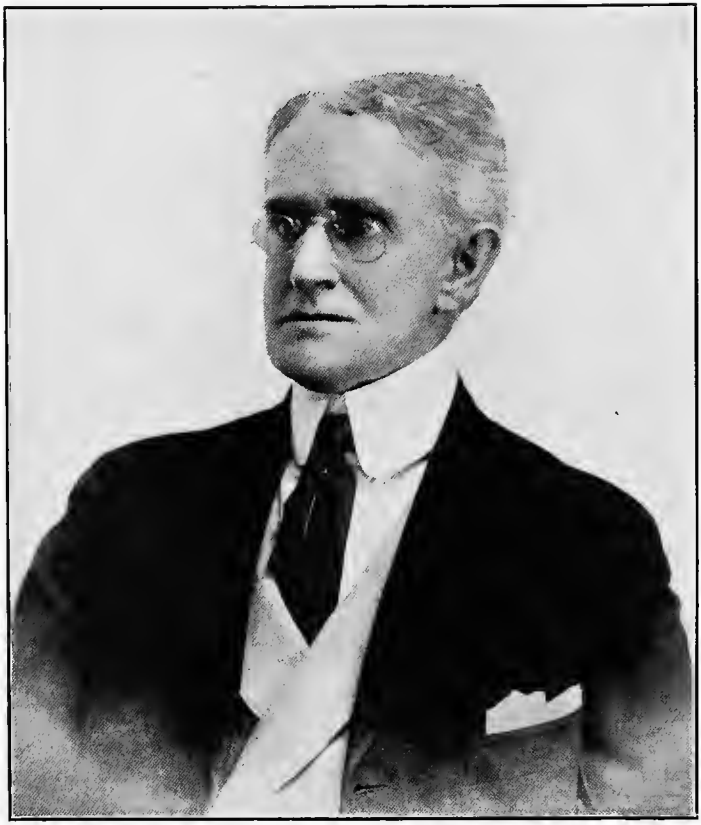
LITTLE CLEWS

"There never was a crime that did not leave a clew."

"'Tis a shrewd rogue who leaves no door open behind him for Justice to enter."



W. C. Livingston

LITTLE CLEWS

BY

WILLIAM E. HINGSTON

Author of

"Forgeries and False Entries,"

"Expert Testimony,"

etc,

THE HOWLETT COMPANY

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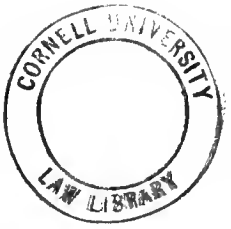

INTRODUCTION

THIS latest work from the pen of Mr. Hingston is the result of thousands of fascinating and mystifying experiences occurring during his many years of investigation. Because of Mr. Hingston's work for the United States Post Office Department, New England Division, as consulting expert, and his successful ferreting out of hundreds of forgeries and black-hand cases, the reader will find "LITTLE CLEWS" wide in scope and unique in its narrated episodes.

It is obvious that, since the stories which go to make up "LITTLE CLEWS" are all based on fact, the names of persons and places which occur in each story, including the name X——, are wholly fictitious, except in cases where the names are a matter of court record.

THE PUBLISHERS.

AUTHOR'S PREFACE

SOMETIMES knowledge gained from long years of study of "Bigelow on Torts" and books of a like legal nature is not as great an asset in a court case as is resourcefulness and quick-wittedness.

Take, for example, a case tried not very long since in the Equity Merit Session in Boston. A certain document, if verified as genuine, would have to be accepted as settling the question in litigation. The opposing counsel had been "taken by surprise," as they say, and was compelled to devote his every faculty to discrediting the document.

Two busy days he spent in trying to fathom the truth concerning the important instrument, but his work was in vain, for he was able to discover no tangible evidence which would help him disprove its legality. During these two days the paper was in plain view and accessible to everyone interested in the case.

The young lawyer questioning its genuineness was about to give up in disgust, yet he decided to look over the paper for the last time before "throwing up his

hands." Suddenly his eye caught some minute printing in an obscure corner of the document. Examining it closely, it proved to be the name of a stationer with the address of Barristers Hall.

It took this quick-witted young lawyer about thirty seconds to get a few minutes' recess, and before the latter time had expired he was over to Barristers Hall and back. When he presented his find, it led to the absolute discrediting of the exhibit.

The document, upon which so much hinged, was dated 1902. All the attorney wanted the recess for was to verify the fact that Barristers Hall was not built until several years after the date, 1902.

This little tale illustrates what the writer means by a "little clew."

The stories in "LITTLE CLEWS" are all based on one or more of these modest yet tell-tale bits of evidence.

A handwriting expert, an examiner of questioned documents, X—— by name, reveals the hiding-places of these little clews in the stories that follow. May they give the reader pleasure; may they also strengthen his belief in the fact that "Every crime leaves its little clew."

THE AUTHOR.

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LITTLE CLEWS

CHAPTER I.

THE DOLLAR MARK

STRANGE, isn't it, how a little clew, which has escaped everyone's notice, becomes as large as a mountain as soon as some keen eye has revealed its hiding place! This ability of each one of us to say, "Why, anyone could see that," when they arrive at the determining factor in a criminal act, reminds me of a scene in history long ago. You recall, I am sure, the answer the learned men made Christopher Columbus, when he stood the egg on end, "That is easy. Anyone could do that." Columbus replied, as the expert is apt to reply today, "Certainly it is, for I've shown you how it's done." When an expert reveals a tiny clew the public is apt to be a little inclined to think how simple the puzzle was and to forget that it had remained a puzzle until the expert solved it and showed them "how the thing was done."

A case was tried some years ago before a Master in this city. The various hearings had dragged along for several summer months, and resulted in giving the Master nothing but the veracity of either the

plaintiff or the defendant upon which to base his decision. All this "getting nowhere" came to a sudden end, however, by the disclosure of a simple clew that had been unsuspectedly hidden all the time. When the expert, who was X—— of Boston, turned the limelight upon it, then the disclosure was as evident as though a thousand candle-power electric light were suddenly switched on in a totally dark room. When this tiny clew's hiding-place was pointed out, those to whom it was revealed thought: "Why, that's easy to see. Anyone could see that's how it was done," bearing out our introductory paragraph.

The case itself was based upon a suit brought by a man whose principal business was that of lending money upon satisfactory security to merchants whom he knew. Of course, the borrowers had to convince him that the proposed loan was properly secured, either personally or by collateral. The loans were frequently for substantial sums, and in the case in suit the original amount was twenty-five hundred dollars at six per cent.

Instead of an ordinary note, each party held a copy of an instrument, made in duplicate, setting forth the terms on which the loan was made.

The plaintiff in the case claimed a balance of approximately two thousand dollars was due from the defendant on the original loan, independent of accumulated interest. To sustain his statement, he

showed on the back of his copy of the obligation an endorsement of one payment of five hundred dollars.

The defendant, whose copy coincided with the plaintiff's, except that it showed no endorsement of any payment whatsoever, offered as an exhibit a carbon typewritten receipt bearing the same date and credit as that of the plaintiff's obligation. Right here, however, was the crux of the whole litigation — the receipt concluded with these words, "Total amount paid to date one thousand nine hundred and forty-five dollars and ten cents." This, if true, would leave, as the defendant claimed, a balance due of but six hundred dollars, roughly speaking, including the interest.

The plaintiff admitted the carbon receipt came from his office, but charged that the last clause was an interpolation added after the receipt of five hundred dollars had been signed. Unfortunately, he had to admit that, deeming the original of the receipt unimportant after he signed the carbon, he had destroyed it, and therefore could not produce it as evidence to support his claim.

It is not a very difficult proposition for an expert examiner, given sufficient data, to determine whether an interpolation and the rest of a typewritten document was made with the same machine. If the expert has nothing but the carbon to work from the proposition is a very different one, for the lack of detail in the impression frequently makes it impossible to reach

a definite conclusion. This is due to the fact that most of the standard commercial machines run practically the same kind of type; at least it appears so to a layman.

During one of the hearings when the plaintiff was particularly vehement in his statement that the alleged interpolation was not on the paper when signed, the Master noted that the final cipher in the figures $1945.10 intersected with a portion of the signature. It occurred to him that the testimony of one skilled in the operating of a microscope in the examination of questioned documents might be of material assistance in solving his problem, namely, as to which of these contestants was telling the truth.

Therefore, upon the suggestion of the Master and with the consent of counsel for both parties, X—— was sent for and the matter set before him.

X—— realized, after a very brief examination, that he would, in all probability, be unable to testify as to whether the same or different machines typed the questioned document. This knowledge was based on the appearance of the carbon copy. It was full of defects caused by a well-worn carbon sheet. An intelligent opinion on the point of how much of it — if any — was written after the signature had been written was a well-nigh impossible thing to give. The only noticeable feature X—— observed at this time was that the carbon impression of the disputed clause

was much clearer than the matter which preceded it. Still X—— knew such variations are perfectly normal and can be found on every page of a carbon copy.

Because the ink stroke in the signature was so much more dense than that of the typed cipher the Master had noticed intersected it, magnification under the microscope tended to confuse rather than help in solving the question as to which was on top — signature or cipher.

As X—— was about to confess reluctantly his failure, he accidentally discovered the hidden clew.

Well may you ask if it were mere accident that, when the keys were touched to make the numerals $500, they struck about the only unworn spot on the carbon, resulting in the one perfect impression in all of the admitted portion. Might it not have been an inscrutable something far removed from the elements of chance that, when the questioned figures $1945.10 were struck, they, too, should reveal themselves clear and well defined?

Call it what you may, "fate" or "chance," the microscope proved beyond a question of doubt that when the first portion of the receipt for $500 was made, the dollar mark preceding the figures 500 had the usual *two* perpendicular strokes (||) through the "S" ($500). It proved, in like manner, that when the alleged interpolation stating the total amount paid to be one thousand nine hundred forty-five dollars and

ten cents was written, the dollar mark which preceded the 1945.10 had only *one* perpendicular stroke (|) through the " S " ($1945.10).

This not only identified the make of the typewriter that had made the interpolation, but it also conclusively proved that the receipt originally read as claimed by the plaintiff, and that the disputed clause was in reality an interpolation made with an entirely different machine.

The Master heard no more evidence, and the case was promptly decided in favor of the plaintiff.

CHAPTER II

THE MAROON BLOTTING PAD

He was a strong, faithful fellow, who could swing an axe with the best of them. The long, strenuous days, hewing at the giant pines in Great Bear woods, were no hardship to Guiseppe. His mind was on a little home way down in Boston, where Paula and baby Tony and young Guiseppe prayed nightly for "one-a-kind, good-a-fada." Work had been hard to get that winter, and when the chance came to become a lumberjack, Guiseppe had welcomed it gladly. Lonesome hours Paula spent, but her brave heart never faltered, for little mouths must be fed. That was why her man was "a-way-up-there."

There had been a week of rain in Minola, and the roads from Great Bear woods to the town were muddy, in many places washed out.

"Where you bound for? This isn't fit weather to go to town. You stay here and forget your good time," Macgregor, boss of the lumberjacks, said to a smiling Italian whom he noticed making tracks toward town. Now, Macgregor knew the average woodsman, and was sure Guiseppe Fabio was no ex-

ception. Knowing the condition of the roads, he feared the fellow might not be able to return; hands were scarce, hence the well-meant advice.

"Must-a-go, Boss! Send-a-de-mun to my wife, to nice-a-baby, to big-a-de-boy." Guiseppe was telling the truth; Macgregor knew it.

"Well, go ahead, but remember,— you come back. Understand — you come back."

"I know, I like-a-de-work. I come sure when I send-a-de-mun. I come back," and whistling a bit of "My Marie" the big fellow began his long tramp. Roads like these meant nothing to him; hadn't he been a soldier in sunny Italy and covered mile after mile of soft-clay beds?

He was a sorry sight when he entered the post office at Minola Centre, but, intent on the little family he worshipped, he heard none of the comments of the village loafers. After a warm-up at the big box stove, he bought paper, envelope and stamp. Then, slowly and laboriously, he worked over the few lines to Paula, which were to tell of his love, his lonesomeness and, best of all, of money for her, for Tony and for young Guiseppe. Finally it was finished. From his pocket came a small roll of dirty bills. This was counted carefully, and with many a smile and muttered word in Italian, the letter was folded about them, placed in the envelope and the stamp affixed. There was a box for letters beside the long, high desk, and into this

went the envelope guarding the money and the heart of Guiseppe. Tobacco for a month was all the poor fellow bought for himself, and even this he would have gladly given up. Back over the road he trudged, dreaming of his wife's black eyes and tender smile, and of a certain red-cheeked, chubby baby, being teased by a nimble lad of six.

* * * *

There was mail for Paula! A letter from her man! How her hands trembled, her eyes filled! How good he was and how she missed him with his song and his loving care! Now, by this time her mind had taken in the fact that, although Guiseppe said money was in the letter, no money was there. Again and again she read the few lines. Yes, he said he sent money, but where was it? Why wasn't it there? The frantic woman thought of the "big office" — the post-office. She would ask there; they could tell her all about it. Maybe the money was there. With Tony in her arms, Guiseppe tugging at her skirts, Paula hurried to the only hope she had.

* * * *

Manning was an able inspector and had worked for the Post Office Department for years. He had one fault: if Manning could not solve a case, it must remain a mystery. Nevertheless, he had respect for one other opinion than his own. X——, a consulting expert for the Post Office Department in the same dis-

trict, a student of human nature, had recognized the big-hearted fellow's good qualities. They were seated in X——'s office some hours after Paula's visit to headquarters, discussing cases they had worked on together.

"Anything new, Manning?" X—— always liked to delve into the unfathomed mysteries each new day reveals.

"New!" grumbled the inspector, "not a thing. All the 'dead wood' drifts my way. This, for instance — look at this." From the usual jacket folder used for carrying postal evidence came an envelope. He threw it down on the desk, and X—— began to examine it with the trained eye of the expert.

"Come, now! One doesn't need to be a government expert to see that was opened by a crook and resealed. The flap is all smeared with 'stickum' — clumsy chap, left it oozing out all around the edge of it.

"Cut figuring it out, X——! The trail it's traveled is too long. You can see it's just an 'old story' repeated."

"Anything else?" X—— smiled as he watched his friend's discomfort.

"Confound it, man! What else is there? It was as plain as day from the minute the Italian woman came into our office with it this morning. See, womanlike, she opened it by cutting off one end with her scissors. The back stamp shows it came this morning.

She came on the dead run as soon as she saw there was no money. The mucilage was dry and crisp as you see it. Oh, I've covered the ground. You can't do anything with that."

"Her story is true. This was obviously done by some one along the line." X—— scrutinized the envelope with a microscope as he talked. "Say, Manning! The fellow that did this job pressed the thing against a blotter, causing the mucilage to ooze out around the edges. What's more, the blotter that did the trick was unusual in color. Let's see, brown? No, maroon! Say, old man, ever see one of those fancy Christmas gift blotters along your route? You know — the kind a fellow gets from his girl and has about as much use for as a monkey has for two tails — ever see one, eh?"

Manning had become alive and keen as a dog on the scent. "Isn't maroon a cross between a brown and a purple?"

X—— nodded.

"Well, it's a small clew, but I have seen one. Come to think of it, 'twas at a relay station for sorting northern mail to Boston."

"If I had that same maroon blotting pad here, Manning, first thing I'd do would be to look for a little arch of dry mucilage. See, it would just about fit this flap."

"Hmph! I see a nice little trip for yours truly.

Like as not a 'wild-goose chase.' Confound your pipe dreams, X——."

X—— noticed something in the Inspector's face, as he quietly gathered up his papers preparatory to leaving, that told him the "pipe dream" would be followed to a finish.

* * * *

"Good morning! Little cold, but healthy, eh?" Manning was addressing the night clerk at Bryne Junction, who was impatiently waiting relief.

"Too early yet to know just how good, Mr. Manning," and the clerk, who looked upon Manning's visit as a call of good fellowship en route, went on finishing the night's work. The Inspector sauntered over to the clerk's desk and watched the fellow, a slim, dark chap, with a small moustache and the very latest thing in clothing. Manning saw his well-manicured hands, his diamond ring, and then allowed his eyes to rest on the desk furnishings. They were tastily ornate, showing personal rather than government proprietorship, — cut-glass ink bottles, fancy paper weight, brass-handled scissors, envelope opener in an ornamental case, and last, but not least, a large blotting pad with filigree silver corner-pieces.

"Pretty slick outfit you've got there! Stand in well with the girls, all right?"

"Oh, I don't know. Some of 'em are presents, but I like things nifty."

"That blotting pad is a fine thing. She sure thinks you're all to the good — eh?"

"Pshaw! I got that from ——," etc. But Manning was no longer interested in the fellow's explanation. Right in the middle of the maroon blotting pad was a tiny arch of dried mucilage, and the professional heart of the sleuth registered a few beats out of time. His experienced eye convinced him that the flap of a certain envelope he had received the day previous would exactly fit into that arch.

"Say, young man," Manning smiled grimly; "wonder how long it would take you to hand over the money you stole from this while relaying No. 6 two nights ago. Eh?"

* * * *

The little family hastened wearily, next day, to the post office. A few minutes later out tripped the happiest trio in Boston — Paula with her money, Guiseppe and Tony each lapping a green candy sticker, a gift of Manning.

"Good-a-man! Good-a-country!" was all the poor grateful creature could say.

"Fine work, Manning. You've added another number to the federal prison," said his chief, after Paula's departure. Manning laughed, shrugged his shoulders, and wended his way towards the office of X——.

CHAPTER III

THREE LINKS IN A CHAIN

"MOST murder cases are the aftermath of passion inspired by causes unforeseen at the outset. It is only in exceptional cases that a man is found capable of deliberately planning the murder of one who has never done him an injury. Happily, it is still a rarer thing to find a normal mān, not a degenerate, with will power enough to let his cupidity assume such control over his moral sense as to conceive crime and, after months of planning the details, calmly proceed to carry them out."

The speaker was one of a group of four seated about a table in the Yonkers Club enjoying an after-dinner cigar and the usual accompanying reminiscences.

"Let's have it, X——. We know an introduction like that means a story, and we're right glad, aren't we, boys?"

The spokesman for the listeners smiled as his two companions nodded affirmatively.

"There, now, you see, X——? We're all ready and waiting."

There was a pause of some minutes, and then X—— began:

"When William A. Dorr left Stockton, California, a couple of years since and came all the way across the continent to murder old George E. Marsh, a retired merchant down in Lynn, the annals of the criminal court never produced a case with more of the elements of a deliberate and carefully planned act. It was about the middle of March that Dorr came to Boston and opened up a bank account. He had assumed the alias of William A. Dow, and had used this name at the bank. A few days later he began to issue various checks for sundry expenditures on this account. Now, the very alias chosen shows the calculating care with which he governed every move. The similarity and yet radical difference between his own name and his assumed one was such as to make it easy to remember and sign, without the necessity of any disguise in his writing and its attendant risk. Furthermore, there was nothing sufficiently characteristic in the handwriting to connect the writer with Dorr any more than with dozens of Smiths or Joneses in Boston, as the writing was of the free running, commercial school variety, lacking the points of individuality depended upon by handwriting experts in following up a case.

"Therefore, after the murder had been committed and the net was closing in about Dorr, I was called by the authorities to examine the checks he had issued as Dow. The statements I've made concerning his handwriting are based on what I observed then. Finding myself unable to find anything definite in the writing, I became convinced that if Dorr were really Dow, as the police were hoping to prove, then Dorr would be very likely at some time to sign unconsciously his true name and then, realizing his error, at once correct it and make it read Dow, as to do so, instead of making a new check, was so simple. Of course, if Dow was the true name of the writer, then Dow would never make such an error in his name."

The three hearers were certainly giving the story-teller the most flattering attention, a fact he appreciated when he paused to relight his cigar.

"Well, to make the story brief, I found just the clew I suspected the existence of. Sure enough, one of the checks had been originally written Dorr, and afterwards corrected by writing a 'w' over the two final 'r's.' Of course, it was but a simple matter, now that plenty of standards had been provided, to connect Dorr first with the unknown depositor of the bank, and then connect the writing on the check with a certain gruesome diary that figured prominently in the case, but to go into that would take too long."

"Too long, nothing. You go ahead and give us

everything you know about this Dorr. We've all the time in the world!" and again the spokesman was backed up in his assertions by two emphatic nods of affirmation.

"I really began my story at the end, so to speak, and as long as you're interested I'll start all over again, but first give me a fresh cigar."

When X—— had received the cigar and had it burning to his satisfaction, he said:

"It wasn't long after his appearance in Boston before Dorr was visiting Marsh at his home in Lynn and riding for long distances with him in an automobile Dorr had hired by the month. On one of these memorable rides Marsh was murdered, and Dow dropped out of existence. Near the scene of the murder the police found a button, evidently torn from a coat, for attached to the button was all the thread with which it had been sewed on, as well as fibres of woolen cloth belonging to the coat itself. Consulting textile experts, they declared the fibres were from a cloth of foreign mixture and dye. The detective on the hunt for evidence was able to go no further for some time.

"Months after the crime two Italian fishermen, while digging bait on a section of the Lynn flats — that during certain portions of the day were covered anywhere from six inches to six feet by the sea —

happened to uncover with their clam forks a rusty Colts' automatic revolver.

"Having no thought of any possible connection between their find and the murder of Marsh, but actuated by the knowledge that the police courts made the mere possession of concealed firearms a difficult proposition to combat, should they happen to come in conflict with the authorities, the two fishermen lost no time, after finishing their digging, in proceeding to the nearest station. Here they reported their find to the desk sergeant, who, after making due note of the circumstances, retained the weapon, which immediately became an object of vital interest.

"Examination showed two bullets had been fired, provided the chamber had originally held its full complement; also that the calibre was the same as that of the weapon that caused the death of the murdered Mr. Marsh. Correspondence with the Colt Arms Company resulted in the information that the number as shown on the gun was checked with a shipment which had gone to San Francisco some two years previous. The San Francisco firm, in answer to inquiry, wired they had re-checked it as part of a shipment to a hardware house in Stockton, California. The Chief of Police in Stockton discovered that the revolver of the fateful number was sold to a certain W. A. Dorr a month previous to his departure for the East. This same Chief of Police had the usual

haunts of Dorr watched carefully, and it wasn't many moons before they arrested him in his lodging-house in Stockton.

"The evidence was not of sufficient strength to convict Dorr, and unless they could positively identify him as Dow their work wouldn't bring conviction. When I was able to directly establish Dorr as Dow by the mistake he made in writing a check, I added a second link to the chain the police were forging. However, when a bright young detective in California discovered an old coat in Dorr's closet with a button missing and sent it on for inspection, he forged the third and final link, for the fibres on the discovered button coincided exactly with those on the coat, and experts testified to this effect during the trial. So, you see, friends, 'murder will out.'

"Dorr was convicted and paid the full penalty in the electric chair on circumstantial evidence only. Every link in the chain forged by the simplest little clew! The error in making a single letter; a few minute shreds of wool attached to a common bone button — for the button of itself would have been of little value, for half a dozen in the court room during the trial had duplicates on their coats — and last, but not least, the manufacturer's number on the rusty revolver turned up by the merest accident from its resting place a foot under drifting sands. Truly circumstantial evidence

was in this case stronger than the most direct evidence that could have been offered."

As X—— finished, one of the party, who hadn't spoken during the evening, a famous chemist, noted for his wonderful ability to listen to the other fellow, said:

"What about that diary you spoke of, X——?"

"Oh, that was a book into which Dorr had written his daily steps necessary to complete his plan. In it he revealed the fact that he was a nephew by marriage to Marsh, who had never seen him, since Marsh's sister had married and lived in California. When Dorr's mother died he went to live with his aunt, who also lived in California. This aunt was to inherit the greater part of Marsh's wealth. Dorr knew she had made a will leaving him all her property, and thought if only Marsh were out of the way his aunt would become a very wealthy woman.

"Dorr, who could influence her greatly, then would have money in plenty and all the inherited wealth at her death. Desire to commit murder, cold-blooded, deliberate murder of some one who trusted him, to gratify his desire for money, was this degenerate's whole obsession.

"Strange characters in this good old world, eh? But enough of this solemnity. Here you, Allan," to the spokesman of the party, "what are you thinking about so seriously?"

"Why, X——, old fellow, I was wishing I had the ability of a Conan Doyle. I know I could make you outshine Sherlock Holmes."

Even Allan, himself, joined in the general laughter that followed this sally, yet it wasn't long before the stories took a more humorous turn and such a man as Dorr was temporarily forgotten.

CHAPTER IV

THE PENCIL POINT

HORACE BAXTER had been very successful. Despite his unbusiness-like method of management, his estate, upon his death, was found to be large and his accounts nearly all settled. There was but one account that seem likely to furnish any trouble to the administrators, and since Baxter, the only one who could have verified the account, was in his grave, they were about ready to pay it, even though it looked "queer" to them.

It seems that a few weeks after Baxter's decease a bill was presented against the estate by a blacksmith named Brock, who had done all the blacksmithing and repair work for the Baxter Lumber Company for years. This account covered a period of eight years, and aggregated a total of over four thousand dollars. The blacksmith, when questioned as to the cause of the bill running over such a length of time, had declared to Malcolm Winters, lawyer for the Baxter estate, "Why, you see, Mr. Winters, I trusted Mr. Baxter like I trust myself, and I figured the money

was as safe in his bank as mine, and never caring about asking for it, I — well, see here, Mr. Winters, let these books speak for the truth of my bill," and the shifty-eyed Brock handed the lawyer a couple of cheaply constructed books.

Winters recalled having seem similar books frequently in the homes of the town, and remembered that several concerns gave them away gratis as passbooks for the circulation of the proprietary advertisement on the stiff paper covers.

There was something puzzling about the account, yet Winters was unable to dispute the account books. Later, when the case came to court, as it did on Winters' advice to the administrators, the court received as exhibits the two books. During the trial of the case in the lower courts, they were accepted as having greater weight than the testimony offered by the defense. Judgment was given for the plaintiff. The administrators of the estate appealed, but the higher court sustained the verdict of the lower.

There seemed to be nothing left for the estate but settlement of the bill and the attendant costs. At this point, however, Winters was able to obtain a stay and permission to submit the books to an expert, in the meagre hope that the latter might find some grounds for discrediting them other than those which had been offered during the court proceedings. The books were accordingly sent to X—— for examination.

The fact that all the entries in the book were made in pencil rendered it impossible for the expert to conclude anything definite as to the age of the writing of any one entry as compared with another. He was aware of the fact that eight years were supposed to have elapsed between the first entry and the last, still he felt himself checkmated a bit because of the writing being in pencil. He continued his careful examination, nevertheless, and was soon rewarded by the discovery of his first tangible clew. A clew he felt sure would go a long way toward raising a question as to the absolute truth of the claimant's story as shown in the stenographic transcript of his evidence, which X—— had digested thoroughly. While this discovery might very naturally have escaped the notice of one who looked upon things as they appear upon the surface, the reader must take into consideration this fact. These books were being scrutinized by one who had devoted many years to attaining his skill in analyzing the validity of disputed documents. It was this skill, acquired by long practice in his profession, that X—— was utilizing when he brought to light what he believed would be of sufficient weight to discredit the books.

After he had read and re-read the verbatim report of the plaintiff's testimony, he noted it claimed that each and every entry was made by the latter on its specified date. Not only that, but each entry was

made right in the smithy of Brock, when each piece of work was finished. Because of these two statements, the expert directed his attention to the physical aspect of the entries, and it was right here — during this examination — that he felt he had located the clew that would enable him to do that for which he was employed — namely, discredit the books.

He noted, first of all, a suspicious similarity in the entries from first to last, which led him to conclude that they had all been made with a pencil of exactly the same degree of hardness. In other words, if the first entry was made with what appeared to be a No. 2 lead pencil of a certain manufacture, then whoever made the entries must have, by a rather strange coincidence, retained possession of the original pencil or one exactly like it throughout the entire eight years.

Of course, X—— realized his conclusion was rather finely drawn, and that if it were forced to stand alone it would be far from conclusive. Indeed, it would amount to but little more than a suspicion at best. Still he was sure the dates entered in a line from top to bottom of each page at the left of each entry were made likewise with a pencil of the same above-mentioned degree of hardness. The pencil, though, that had made each date had had a distinctly different point from that of the one used in making the entry it designated. Ah! here was something definite to work upon! If the story told by the plaintiff were

true, then for all the eight years, whenever he made an entry, he must have, perforce, first written the date with one pencil, then, discarding it for another, have written the record of the work performed.

X—— then looked keenly at the dates themselves, and after working some minutes with the aid of a perpetual calendar, he knew for a fact that if the smith had told the truth in his accounts, he had been open for business just *fifty-three Sundays during the eight years.* Now, it was common knowledge that the claimant had never so scandalized the urban community in which he lived by opening his smithy to perform a stroke of work on the Sabbath day.

When the expert finished his report, it contained the following additional facts:

"In addition to the constant handling in the court room during the several trials of this case, these books must have been opened and closed upwards of four hundred different times on different dates; allowing for only one opening to each entry. Yet I find, in spite of this, and in spite of the cheapness of the books themselves, that the starched binding strings which hold the books intact have not even separated from the paper, as they do very easily and quickly in the majority of cheap books of a like nature. I discovered, too, many suspicious finger prints running throughout the pages of both books, showing hands perfectly clean, except for a tiny stain the writer left

as he wrote. This stain was caused by holding a damp cigar which the writer was evidently smoking while making the entries. I offer for the consideration of the court this question:

"Does anyone ever remember hearing of a cigar that will last eight years? If so, I want the name and address of the manufacturers quickly mailed to my office. But enough facetiousness! I further wish to add that this clew left by my 'Lady Nicotine' is the only uncleanliness visible. I find no smudge or grease spot anywhere, and in view of the plaintiff's statement that he made each entry in the smithy as soon as his work was finished, I am forced to believe he was a veritable 'spotless smith.' It seems to me, even from my limited knowledge of the atmosphere of a blacksmith's shop, that his hands would be naturally greasy and sooty from contact with the tools required in repairing chains and tackle such as were used in Baxter's lumber business. I render as my absolutely confirmed opinion the following:

"These two record books were made at one sitting, from start to finish. The dates were inserted after all the entries were made. The pencil which made them being re-sharpened for the purpose — hence the visible difference in the kind of line. The frequent repetition of Sunday dates shows clearly and conclusively the whole data is haphazard."

Some few days after sending his report, X—— re-

ceived the following most satisfactory response from the attorneys of the firm of Winters and Winters:

"In this state a review of a former judgment is only granted on the most positive evidence. Yet on *your report alone* a petition for a renewal of judgment was granted."

As X—— read this very gratifying statement, he smiled one of his rare smiles and murmured: "This is the kind of thing that makes one's work worth while."

CHAPTER V

THE SIXTEENTH DOT

"Dame Fortune, she's a fickle jade,
One never knows what trap she's laid,
Until our debt to her's been paid,
Her mandates, they must be obeyed."

TOM BLANCHE was a curb broker — a real live wire — active, aggressive, ambitious. Tommy possessed all the elements that go far in placing a man's portrait either in the company of successful business magnates on the walls of Trades Hall of Fame, or in the Rogues' Gallery, depending solely upon the direction in which they might tend.

Many months previous to the incident upon which our story is based, Blanche had a running account in the Graham Trust Company. His monthly statements which returned from the bank were showing the red ink interest credit, and at this time, at least, his account was satisfactory to the bank.

The verse of the old ballad which heads this tale applies particularly to traders in stocks and margins, whether they possess membership upon the little patch allotted to them by the municipality on Broad Street,

New York, or in the big exchange. Thus in Tommy's young life came a time when Dame Fortune ceased to flirt with him, causing him such financial strain that it looked as though she had forgotten his existence.

Well, along in this period of the youthful broker's life the services of X——, the hand-writing expert, were required by the attorneys of the Graham Trust Company in a suit brought against their client. The claim was made that the bank had failed to credit the plaintiff's account with a deposit of currency amounting to a substantial sum. As a result of this alleged neglect, several checks had been allowed to go to protest, to the demoralization of the plaintiff's business standing. The suit was therefore brought, not only for the money involved, but also for consequent damages.

The interests of the plaintiff, who, by the way, was our friend Tommy, were cared for by a firm of well-established integrity and legal acumen, who placed no obstacle in the way of the expert's examination of the exhibits on which their case was brought. Indeed, that examination seemed to bear out the opinion of the senior counsel of the bank, who said confidentially to X——:

"I don't believe our case has a leg to stand on, but go ahead and see what *you* can find for us."

X—— frowned when he examined a deposit slip issued by the Graham Trust Company duly dated and

bearing on its face a stamped acknowledgment that on the date aforesaid the receiving teller had "*Received the above deposit*" as called for. It looked to him as though the senior counsel had it right and there was nothing for the court to do except fix damages. To hope to discredit such evidence was like trying to stand on thin ice — a hard thing to do.

What had made a great impression on X——, however, was the absolute confidence, manifested by the bank officials, in the integrity of the two only employees who could possibly be accused had a crime been committed.

It was palpable to anyone familiar with the workings of that bank (and, in fact, the system is pretty general in banking institutions) that if the plaintiff in the case had actually made the deposit, as evidenced by the deposit slip, and if the money had not been turned in with the rest of the day's receipts, then the absence of any record of the deposit should be *prima facie* evidence of one thing only, namely, that the money was stolen, either by, or with the connivance of, the regular receiving teller or his substitute. These two tellers were frank and honest in their efforts to assist X—— in his work on the case.

Instead of offering suggestions as to the possibility of the accusing slip getting out of the bank unrecorded they vied with one another in trying to prove to the expert that not alone a man outside in the lobby, but

none of the clerks or officials on the inside of the railing, could get into their cage unnoticed during business hours. They stated, furthermore, that the stamp was kept so far out of possible reach from the openings as to be practically inaccessible for use by any one save themselves.

X—— was verifying the teller's statement one morning at the bank. As he listened to the two earnest fellows explaining this point, he idly made impressions with the stamp in question on a blank memoranda pad. Suddenly his sharp eye caught sight of something that caused him to gather up the imprints he'd been making and submit them to a critical inspection. He then ascertained the maker of the stamp and left the bank, the imprints safely tucked away in the inner pocket of his coat.

The next day X—— visited the plaintiff's attorneys and looked over again the exhibit in their hands — the receipt received for the deposit. From there he hastened to notify the bank's attorney that he thought he had found a leg upon which they could stand long enough to defend the case adequately.

In due course came the day set for the trial. After the plaintiff's attorneys opened their case, the deposit slip became an exhibit during their client's testimony, which no amount of cross-examination could shake. It was brought out that the plaintiff's business on the date in question warranted just the deposit he claimed

to have sent over to the bank by a district messenger boy. He produced the boy's slip proving that a messenger to the bank building had been sent by him on that day. His counsel revealed the fact that he, in common with other busy brokers, was in the habit of frequently making deposits by filling out the slips in duplicate; then, sending both to the bank by district messengers, receiving the duly stamped acknowledgment in return. This testimony was substantiated by the bank tellers themselves, who were forced to admit that they had often made mistakes and that they had a "cash variation account."

The plaintiff's attorney placed on the stand, as a witness, the man who had made the rubber stamp. He stated his belief that the imprint on the slip had undoubtedly been made by the stamp he had made for the bank and with him — to add to his opinion — he had his original imprint. When the plaintiff's presentation ended, it was manifestly apparent to all in the court room that a *prima facie* case had been made out.

The bank's attorney could only offer the testimony of one witness, as the tellers had already told all they knew when called by the plaintiff. X—— took the stand. After duly qualifying for the record, he positively pronounced the imprint on the alleged deposit slip a "rank forgery." Naturally he was required to show upon what grounds his opinion was based.

"In this case," to quote the expert's own words in court that day, "I am not confining my testimony to an opinion. I am ready to prove the imprint upon that deposit slip was never made by the bank's stamp."

The court listeners' anxious faces showed how impressively they were taking the testimony of X——.

"If the court will note, I will make a few imprints with the bank's stamp." Doing so, he continued, "If you will now compare these imprints with the original imprint taken in the maker's book, five years ago, made before the stamp itself was even delivered to the bank, you will see that the dotted line preceding the printed words: —

. . . . . .

Receiving Teller.

is imperfect. You will note that the sixteenth dot is missing.

"This was caused by the minute piece of rubber that should be there adhering to the brass ruling when the stamp was cast. Now examine the imprint on the plaintiff's exhibit! The row is complete, not a dot missing!"

Back came the maker of the bank's stamp to be questioned — this time by the bank's counsel. He admitted that the type used in making the mould was a standard and that the stamp could be easily duplicated by any of the makers in Boston or elsewhere.

He also admitted that no pertinent questions would be asked of a person presenting an imprint when ordering a duplicate.

A short recess was asked. The plaintiff's lawyers went into consultation with their client.

When the expert resumed the stand, the senior attorney for the plaintiff, addressing the court, merely said:

"No cross-examination, Your Honor. We have withdrawn from the case."

The Judge held Tommy for the Grand Jury.

"How did you ever come to notice that microscopic defect?" asked the bank's senior counsel as he and X—— left the court room together.

"That's easy to explain," said X——, with a twinkle in his eye. "The missing dot disturbed my sense of rythm and in trying to account for its absence I discovered the clew, vital to your case. It's just an illustration of how significant a trifle may become!"

CHAPTER VI

THE LITERARY FLY

CONTRARY to general opinion, the courts are not always the scene of trouble and sadness. Many a laugh breaks the monotony of the routine hearing of wrongs, else Judge, Jury and Court would soon become confirmed pessimists. X—— never realized the truth of this statement so forcefully as during the days he spent at the court house in Lincoln County, where he was called upon to examine a document upon which a suit for a substantial figure was being tried.

The document in question contained a final paragraph which amounted in substance to a guarantee upon which the whole case revolved. The defense charged that this alleged guarantee was an interpolation, pure and simple, which had been inserted after the disputed document had been signed. The document itself was a voluminous affair, handwritten throughout, admittedly by the plaintiff. This, of course, gave color to the charge of the defendant that the plaintiff had inserted the guarantee after the former had signed his name. The defendant had

been forced to admit that he had been drinking extensively both before and after signing the paper, but insisted he had a clear knowledge of everything that transpired. The court, however, needed more than his belief in himself in order to convince it that the guarantee was not as claimed, an original part of the agreement between the parties in litigation.

The questioned instrument was a little out of the ordinary in that the handwriting, phraseology and punctuation, with a single exception, were perfect. They showed that though the wording of the contract was the work of a layman, rather than a lawyer, the writer was a man of no ordinary education. The one exception alluded to was the point upon which the whole case stood.

Immediately following what the defendant claimed was the last word in the contract when he signed it was a period. Following the period was what purported to be a continuation of the same paragraph and it was this clause, between the so-called period and the final written word, that was in dispute.

If the document ended where the defendant claimed, then the period placed where it was, was in perfect accord with the proper punctuation of the rest of the writing and the contents which preceded it made no mention of a guarantee. Hence, the plaintiff's statement was directly contradicted by the ominous presence of this tiny dot.

To add to the interest of the case, a well-known Professor of English in a nearby college was called. He testified that taking into consideration the document as a whole, he felt compelled in all candor to believe that the questioned period was properly placed and it certainly marked the finish of the document when it was signed.

X—— had been called in by the defense to make an examination of the ink used, to determine whether or not the alleged interpolation was of the same character and age as the writing which preceded it. He was forced to make his examination in the court and it was while he was focusing his miscoscope upon the paper that the denouement came.

X—— passed the lens along the sheet time after time without being able to reach any definite conclusion as to the ink, for it was all of the same character. He was about to confess his failure, when he unintentionally brought the all important period into view beneath the powerful glass. Right there his examination came to an abrupt conclusion.

"Mr. Bliss," he said to the defendant's attorney, "will you step here a moment. I want you to look through this glass."

The attorney addressed complied and after an instant's gaze burst out laughing. The judge frowned sternly and did not change his facial appearance of displeasure until X—— and Mr. Bliss placed the docu-

ment before him and he himself focused the glass upon the naughty speck. As soon as he realized the cause of all the legal strife, he, too, laughed until his eyes were wet. Soon the attorneys for both sides were all joining in unison and the gloomy corridors rang with mirth.

The document had been neatly punctuated by a little, insignificant, unswatted, yet well-meaning fly.

CHAPTER VII

A TALE OF TWO LENSES

A SUCCESSION of business disappointments coupled with great financial losses had at last accomplished the inevitable! Jim Blake was a worried, nerve-shaken man, seated in the smoker of a "special" speeding on towards New York City. Broad-shouldered, firm jawed he was a handsome fellow in spite of the harassed lines about the mouth and eyes. As he smoked away his cares, Blake resolved to enter New York life and leave trouble and strife back home. Those few days, spent in the haunts of people whose life work is to forget, passed quickly. Jim Blake was a new man the morning he boarded a train for home. "Home!" how good that word sounded and how hopeful, how ambitious Blake's outlook on life had become. Surely "Old Broadway" had befriended him well.

A few years later, the daily papers contained an announcement of the fact that James J. Blake was a candidate for governor of his home state. Backed by the leaders of his party and loyally supported by the

laboring classes, the candidacy of Blake was running smoothly and towards a successful finish. One sunny fall morning, the postman delivered a certain letter at the Blake home. A few minutes later, seated opposite his attractive wife at breakfast, Blake looked decidedly "physically fit." While chatting pleasantly he proceeded to examine the morning's mail. Suddenly Mrs. Blake noticed that her husband had become very quiet, and glancing up from the coffee she was pouring, saw him frowning deeply over a letter in his hand.

"What is it, Jim? Bad news, dear?"

Blake smiled, ignored the questions and held out a steady hand for his cup of coffee. Although conversation was not lacking during the remainder of the meal, Mrs. Blake knew her husband was annoyed and disturbed. After leaving home, the candidate for governor hurried to the local bank and cashed a check for the greater part of his limited account. Stepping to the public desk, he placed the money in an envelope, addressed it to an east-sider in New York City and sent envelope and contents on its journey "Special Delivery." This ordeal over and Uncle Sam responsible now, Blake walked to his office to begin his day's work.

Months have passed and Mrs. Blake is first lady of the state. Governor James J. Blake is efficiently and honorably fulfilling the duties of his important office.

The home life of the Blakes is just as simple and domestic as ever. The governor and his wife breakfast together in the same old way, she serving and chatting while he gathers his forces for each new day in happy, congenial surroundings. This morning, however, Blake seemed disturbed and bothered. He had finished looking into his morning mail — his secretary only handled the mail which came to the State House — before his wife entered for breakfast. As she glanced at her husband, he seemed old and worn looking.

"You seem tired, Jim. Didn't you sleep well?"

"Tired, my dear — not a bit. Never slept better. By the way, have you — etc."

The governor soon had his wife started on one of her pet hobbies and she forgot everything but her subject. However, if she could have heard Blake's confidential disclosures to his lawyer later in the day, her good-bye would not have been so happy and care-free.

"It's this way, Ned," began Blake to Ned Somers, a prominent criminal lawyer and intimate friend of the governor's, "a few years back — you recall — I had about lost everything. Nerves seemed completely shattered. I decided to try out the old adage 'a change is as good as a rest,' and landed in New York determined to go the limit on trying to forget. You know me well enough, Ned, to realize there were no half-way measures taken on the little trip. I don't

remember all I did but one part of it has become a nightmare. I woke up one morning in a cell, to learn my name was Peter Corbett, that I had been arrested in a raid on the most notorious gambling house in New York. Furthermore I was held on the additional charge of being drunk, very drunk. Luckily, I escaped with a fine. You may be sure the shock of the affair was tonic enough to work a sure cure. I left for home, next morning, resolved to wipe the thing completely from my mind and had about succeeded when before election this came."

He held out a letter to Somers who, reading it, looked at the Governor questioningly.

"Yes, I paid it though it just about broke me, but this morning this came and I decided to make a clean breast of things and place matters in your hands."

Blake drew a sigh of relief as he ceased speaking and looked eagerly at his lawyer.

"Well, Jim, you've done the right thing. I've handled worse black-mail cases than this. Forget it. How's the Delano affair coming on?"

Soon Blake and Somers were chatting and smoking and as Somers noticed the governor's face relax, he felt gratified. After Blake left the office, the lawyer wrote a letter to a certain east-sider that he thought would settle things. Imagine his surprise, a few days later, to find awaiting him at his office, a thick-set ugly tough, none other than the author of the letters. He

soon proved to be a foeman worthy the lawyer's steel. After a few minutes' conversation, the fellow pulled from his inner coat-pocket an envelope. He handed it to Somers, with a satisfied smile and watched the face of his opponent like a lynx. He read nothing there, however, for the face was as stone. After a long silence Somers said:

"May I keep this until I look into this signature?"

"Sure thing, keep it — the negative'll make lots more; don't need the writing, that picture's enough."

After the leech left, Somers sat for some time gazing at the evidence presented him against his client. It was a picture of Blake and seated upon his knee was a handsome woman in an extremely low-cut evening gown — a butterfly of the most notorious type. Her attitude was clinging and suggestive. To make the whole thing more convincing, Blake's flowing peculiar signature was written across the bottom.

"Look's as if Jim had held something back," mused Somers. "Still, I doubt this even though it would ordinarily convince me. I better see him and then my thinking will get somewhere."

He jumped from his chair, reached for his hat and hurried to a noon-day conference with Blake.

"Jim," began Somers as soon as he had lighted the cigar the governor had given him, "you've told me the whole story of that few days haven't you?"

"I'm not sure, Ned. I've told you all I remember," said Blake.

"Well, look at this and rack your brain until you remember about it," and Somers handed the governor the picture.

"Remember! I don't need to remember this! It never happened! I know well enough it was wine and song but I also know there were *no* women in the whole trip. Where did you get this fiendish fake, Ned?"

Then Somers told the story of his early morning visitor and what he demanded for the negative.

"Jim, how about the signature? It looks like yours," and the worried lawyer glanced keenly at his friend.

"It may look like mine but it isn't mine! Great Scott! Ned, can't you prove the fake in the thing? Think man, think! Isn't there any way of sifting this thing to the bottom?"

While Blake was speaking, Somers seemed to have arrived at a momentous conclusion and as soon as the governor ceased his plea, the lawyer exclaimed excitedly:

"Why, Jim, what have I been thinking about! Why, I'll take this to X——, and believe me, he'll soon discover all there is to discover about the infernal picture and signature, too."

As Somers and Governor Blake hurried to X——'s

office the former explained the expert X——'s line of research and investigation.

"Brace up — old fellow — he'll pull us 'over the top.' Why didn't I think of him before."

By this time, they had reached the expert's office and in answer to a quiet, "Come in!" the two gentlemen entered a simple business-like room, just like thousands of other offices in any big city. Blake was a bit disappointed at his first glimpse of the man. Slight, unassuming, yet with eyes like electric sparks, X——, without removing his feet from his desk or the long black cigar from his mouth, looked the two men over from head to foot.

Ignoring Somers, he looked at Blake and said, "Good morning, Governor Blake, I've been expecting you."

"Expecting me!" gasped Blake, "what do you mean?"

"Well," said X—— with a smile, "men in the public eye are always prey for the fish I cast my nets to scoop. What can I do for you?"

He looked at Somers who, seeming to understand the personality of the expert, related Blake's story and handed X—— the picture. Without changing his attitude, X—— looked keenly at the fatal evidence and after a few minutes began to talk as if to himself.

"It's a clever forgery, very clever. The kind professionals term a blind forgery. I'm talking about the

signature, not the picture. Should say it was taken from a campaign document used in the governor's campaign some months ago."

"I used one just like it — large and flowing but how on earth did you connect them?" exclaimed the excited Blake.

"Keep quiet, Jim, let him go on," and complying with Somers' order, Blake kept still.

X—— ignored the interruption and continued:

"A blind tracing is made by placing the signature to be forged face up on the paper and, with a hard pencil, going over the lines exerting a uniform pressure." The two men listened, amazed. "This leaves a plain clear indentation which is then carefully followed with a pen. It makes a clever forgery but it's easily detected by the right method."

"Well, you've certainly found the right method, Mr. X——. I am more deeply in your debt than you know," and Blake started to advance towards X—— who waved him back into his seat and continued:

"I'm interested in this photograph. I would like to take it to a friend of mine and see what a document lens would disclose. I think we'll go over to his studio and if I'm not mistaken the results may be interesting."

X—— had his hat on and was waiting for the two gentlemen before they realized he had stopped speaking. Blake was amazed at the quickness of the ex-

pert's movements and his elastic step as they walked over to the photographers.

During the walk, he questioned X—— and gleaned from him many interesting facts. He drew the expert out on the uses of the art of photographing in legal avenues and X—— explained to the governor the vital differences between setting a camera for the purpose of making a picture of a stage beauty and setting it for a correct reproduction of a document to be offered as an exhibit in a case pending in a Court of Justice.

"You must make the actress everything she isn't, but the document everything it is, — visible and invisible. The picture of a document must be a perfect thing containing every minute defect, pen stroke, variation of the pen, blot or blur. It must disclose facts that otherwise would be invisible to the naked eye such as, chemical erasures, water marks, dirt specks, etc. Even if the sizing of the paper has been disturbed in an attempt to erase a single letter the lens must expose the manipulation of the most skillful crook."

Blake was certainly fascinated by the expert's wondrous deductions and knowledge and it seemed but a few minutes until they reached the studio — yet they had walked briskly for twenty minutes.

After the photographer learned what was wanted he disappeared into his dark room and soon emerged

with a plate. He had a self-satisfied grin on his face, as he said:

"Right again X——. I've found just what you thought existed."

Then he and X—— held a quiet consultation. Finally X—— called the two impatient men over to the light.

"This is an old game — worked to death years ago in Paris. See," and X—— held the plate up to the light, "there are the two heads. Now look at the catch lights in the eyes. Those on the woman's are to the right. Those on the man's are to the left. Now the sun only shines from one place at a time."

Blake's eyes glowed with interest and relief, as the expert went on.

"That proves the head of the man who sat for this photograph was cut out and the governor's inserted. You can even see the re-touching on the plate. Look gentlemen! It was a good job but they forgot about the angle of light. It always leaves little white spots on the pupils. You can see them in every photograph."

X—— walked towards the door as he ended his explanation, and without giving Blake time to thank or praise him he hastened back to his office. He had work to do there that made Blake's trouble play to him.

Somers and Blake left the studio arm in arm.

Parting a few minutes later, Somers hurried to keep an appointment with the blackmailer and offered him his choice of two evils, "Shutting up or being shut up," as he expressed it to X—— later.

Blake hurried home completely exhausted but so contented and happy that his wife said at tea that night:

"Jim, some men are worn out by being public servants but how it agrees with you! You look just fine tonight," and her eyes glowed.

"Then let us drink a toast, dear, — to you to X——, to the public!" and Blake swallowed a mouthful of hot tea.

"But what does X—— stand for Jim?" asked the puzzled Mrs. Blake.

"Everything, my dear, everything!" and the governor laughed his first care-free laugh in months.

CHAPTER VIII

A CORNER IN GLUE

THERE was no doubt of the attractiveness of the prospectus the Universal Investment Company issued a few years ago. Yet the United States Postal authorities had grave doubts as to the truth of the assurances said prospectus contained. They believed the wondrous statements made therein to be more or less choice bait intended to separate a gullible public from its good money and transfer the same to the pockets of the schemers without any possibility of return. After quiet investigation the authorities secured what they deemed sufficient evidence against the promoters of the Investment Company to sustain their doubts and they raided the company's offices as a preliminary proceeding to an examination of their books.

During this examination certain erasures were discovered in the general ledger and X—— was called to investigate these with a view of determining, if possible, what was shown in the original entries. X—— noticed that wherever these erasures appeared the entry covered the disposal of a large sum of money,

in amount approximately the total of what the Post Office Inspectors had reason to believe had been appropriated by the principals for their personal benefit.

By his various tests, the expert brought to life enough of the original writing to confirm the surmises of the inspectors and he also exposed sufficient evidence of "clever dealing" to warrant the assumption that the defense would try to explain the erasures by producing auxiliary books, upon which they would rely to meet successfully any charge of misappropriation of the investor's money.

Now the business of the Universal Investment Company, as shown in the prospectus, was a reinvestment of the funds of the parent concern in stocks of auxiliary companies. The latter included everything from a lumber claim above the timber line in the Cascades to a rubber plantation in the tropics, with a copper prospect and a few oil leases intervening.

This remarkable prospectus boldly declared that, where big dividends might possibly be delayed in any one case, the disappointment resulting would be more than amply attoned for by the returns from some one or more of the other numerous productive prospects. All this promised return for a small amount of money read so apparently honest that X—— felt further convinced of the company's ability to blind justice and win the case the government was trying to prove against it.

Sure enough, when the trial opened, the three principals of the firm, who were most ably defended by eminent counsel, did just as X—— had surmised. They produced a complete set of auxiliary books reinforced by the presence in court of a force of clerks connected with a prominent firm of certified accountants. They were prepared to show the jury that every dollar invested in the parent concern had been duly accounted for in legitimate investments in one or other of the auxiliary companies. This proof of course depending on whether or no the books were a true record. The reputable counsel who handled the defendant's side of the case believed firmly in the books and felt certain they alone would be sufficient to meet the government's charges successfully.

The case hinged upon the validity of this set of books for the certified public accountants produced and could have honestly affirmed to a balance sheet in complete accord with the claims of the defense that every dollar was accounted for. Of course a public accountant is not supposed to be an appraisor, neither is he called upon to assay or locate the shipping points of the usual array of quartz rock that is generally found displayed to public view in most of the headquarters for fake and possibly legitimate mining schemes. Hence an accountant's deductions are based solely on the entries he checks and if these are false his testimony is null.

To summarize, an accountant looks for a trial balance first and then on the witness stand reads his statement of debits and credits.

The jury, half of whose judgment of the intricacies of commercial accounting is on a par with their knowledge of Sanskrit or conic sections, accepts the statement of the accountant at its face value and the jury in this case was no exception. They drank in the evidence of the force of witnesses produced by the defense and the government could see that only absolute proof of the falseness of the books submitted could shake their verdict in favor of the defense.

X—— had been on the witness stand for the best part of two days testifying as to his findings on the general books only. During his cross-examination, which had been particularly thorough, the anticipated auxiliary books were entered as exhibits in the case.

After court had adjourned that day, X—— had an opportunity to examine these exhibits for the first time. Appreciating keenly the purpose for which they were offered, a cursory examination showed him that, unless discredited, they would bear out the defendant's claim of properly accounting for the alleged discrepancies in the general ledger.

As X—— puzzled over the books it seemed to him that it was this very conclusiveness of the books in their answer to all of the government's charges that seemed suspicious. *The accounting was altogether*

too complete. Every possible point had been covered, each book checked entry for entry with the books of the parent concern.

X—— acknowledged to himself that after thirty years of research in the field of questioned documents he had, provided the truth had been told, found his first complete set of books of account. *They did not contain an error or an erasure.* "What a wizard of a bookkeeper the concern must have!" ejaculated X—— to himself.

As he thumbed the pages of the important evidence he was struck with the fresh, crisp feeling of the paper and turning his eyes toward the binding he noticed its remarkable newness and perfect condition. He lined the books up before him, tightly closed, and saw that each set was distinguished from the others by leather labels signifying in gilt lettering the particular auxiliary company to which they belonged. These labels were pasted on the centre of the front cover of each book.

X—— looked carefully at these labels and ran his fingers over each. Through careless pasting, a corner of one of them turned up a small fraction of an inch. Under that tiny triangle, X—— found the reward of his labors! A tiny clew this, 'tis true, but sufficient. The examination disclosed the fact that the label was stuck on with *fish-glue*.

Now book-binders use paste for this work and so no

great sense of deduction was needed to decide all the original labels on these books had been previously removed from the real books of entry and pasted upon these most carefully prepared for trial. Still this was only a clew for an expert rather than the layman so, lest his deductions might fail to convince the jury, X—— visited a certain stationers on leaving the court house. Here he was able to fortify his little clew with the stationer's bill for the several sets of books in dispute. It was dated over a year subsequent to the dates opposite the first postings in the books themselves. The United States Attorney, on hearing of X——'s discoveries, knew he had won the case for the government.

A conference of counsel took up the greater part of the next forenoon and proved to be a question of fine or imprisonment, for when court convened, three surly defendants stood up in their places and pleaded guilty to false entries, which plea resulted in heavy fines being imposed by the court.

If fate had only led the manipulators to use common desk paste instead of glue, and if that little corner had not turned back, there might have been no other door left open for Justice to enter.

CHAPTER IX

WHERE THE LINES CROSSED

WHEN Malcolm Jackson died he left to his daughter Reta the bulk of his huge fortune. Father and daughter had been constant companions and Reta was entirely prostrated at her father's death. However, owing to her being so constantly with her father she was a keen business woman. When the will of Malcolm Jackson was read aloud one stipulation caused her a great deal of concern. After the will had been apparently completed, a clause came, which gave to Wilfred Jackson, nephew of Malcolm Jackson, a broad and general power of attorney as executor to dispose of certain personal property.

This clause, while not revoking the will as a whole, affected the disposal of a substantial amount of personal property and practically made the nephew a co-heir with the daughter. As Reta listened she frowned deeply. Although Wilfred had been her father's secretary and was in closer touch with his business affairs than even she herself, yet it was very unlike her father to bequeath him any such power.

When the reading of the will was finished and Wilfred came over to confer with her, Reta begged him to excuse her, as she felt in no condition to discuss her father's affairs.

An hour later she turned away from the telephone murmuring to herself, "I hope I'm not misjudging you Wilfred. However, it will at least do no harm to have Mr. Jacobs look into this matter of father's will most carefully."

Mr. Jacobs, the well known criminal lawyer, was a personal friend of the Jackson family. When the will was handed to him for inspection he decided — after examining it carefully — to advise a holding up of the will. The following of this advice aroused Wilfred to action and the case of Wilfred Jackson *vs.* the Executors of the Estate of Malcolm Jackson came up for a hearing before a master.

When the will, which was dated a few months prior to Jackson's death and nullified a will of years back, was submitted for analysis to X——, the examiner of questioned documents, its strange appearance struck his eye at once.

The document began by giving the plaintiff as executor the usual power of attorney to act for the deceased in the exchange of certain 4% bonds, that were about to mature, for others of a like nature maturing in the remote future. The signature of the deceased and the witness were affixed in regular form

on the blank and were nothing else written on the document there would never have arisen a question of its validity.

Immediately following the data bearing upon the bond exchange there appeared about six lines of written matter — all evidently by the same hand as that which preceded it. This gave the powers to Wilfred, mentioned in the beginning of our story.

The layman who might have examined this instrument could not have failed to note that there was a peculiar difference between the upper and lower portions of the will. The first portion was freely and normally written; without regard to space between the lines; the second, vital portion, was so closely written that the letters frequently touched the line above and below.

The expert saw all this as he glanced at the strange looking document, but he knew that in order to discredit it beyond question more than an appearance of fraud was neccessary. The signature, he was certain, was admittedly genuine and there was no doubt but that the whole instrument was written by the same hand.

X—— had heard the witness, whose name appeared upon the will, testify that while he had but a faint recollection of the transaction he did recall witnessing the deceased's signature on one occasion only and was

sure that this one time was when he signed his name to the disputed will.

"I have no hesitancy about swearing that that signature is mine," was his final word in testifying.

A short examination, however, enabled the expert to reach a conclusion that was shared in by the court and removed all obstacles in the way of probate of the will.

The paper was proved to be originally a simple power of attorney given the nephew, Wilfred Jackson, in the bond matter which was mentioned in detail in the first half of the document. The latter was folded in two places, about one third from the top and an equal distance from the bottom. When it had served its purpose and after Jackson's death, the nephew had conceived the idea of utilizing the signature to serve his own ends. He inserted the general clause, but Fate marked his work and hid the "little clews" that guided Justice.

It was a comparison between the action of the pen at the intersection of the writing with the upper and lower folds of the paper that furnished the first clew. Wherever the writing intersected the upper fold the lines were clear and uninterrupted showing that it was there before the fold existed. At every intersection of the pen-strokes through the lower fold, the ink, as it left the pen, followed a ready made channel suffi-

cient to attract a minute portion on either side of the stroke.

This was enough to establish the fact that the fold existed before the second portion of the document was written. The expert knew this of itself was evidence sufficient to discredit certain specific testimony of the plaintiff. Yet he followed this by a microscopic examination in court, showing conclusively that the signature itself was actually under a portion of the last line of the contracted writing.

X—— also proved that the word "executor" had been deliberately added by the nephew, who knew that having the power of attorney run to him as executor would be most consistent with the rest of the will he had so carefully framed. Needless to add, the plaintiff's case went by the board completely.

CHAPTER X

THE CANCELLED CHECK

As the hands of the big clock at the end of the lobby pointed to one half minute past three, on a certain, sunny October afternoon, the porter of the First National Bank of Boynton, slipped the catch on the outer doors; breathed a sigh of relief and for the first time that day, whistled.

It had been a busy day for all the force, from Vice-President down to the young clerk, who was making the cancelation stamp work like a machine gun as he pictured himself "over there." Each check that had been redeemed by the various tellers in cash or credits since the opening hour furnished the cartridges and it seemed to the youthful dreamer as if the ammunition would never give out.

As each check left the stamp it carried a scar in the shape of the word *paid* and the date; not printed, but with each letter formed by punching out a line of little round disks.

"Near finished, Mr. Hobbs?" it was the impatient porter who addressed the boy. He was anxious to lock up and turn things over to the guards.

"Just a few more, Henry, then the golf links for mine."

A short time after the dapper clerk, with his polished cane, sauntered from the bank, blissfully unaware of a trap he had set upon a check of four figures which, long after the day's work was to catch and hold a clew so infinitesimal that only by the aid of a powerful microscope could its physical presence be noted.

* * * *

It was about as commonplace a case as can be found on the lists of any civil court. The plaintiff was suing the defendant for a substantial sum of money, as is customary in cases involving testimony on accounting, the case had been referred to a Master, whose decision was to be final.

The defendant claimed a specific settlement had been made and produced a stamped check to substantiate his claim. Upon the face of things, the check appeared to do so, for over in the left hand corner was written, "*in full settlement of account to date.*" This check, duly endorsed by the plaintiff, showing evidence of payment by the bank, certainly appeared to be *prima facie* evidence of the defendant's position.

By his books and other data, the plaintiff contradicted the defendant. He was endeavoring to prove that a considerable balance was still due on the contract and that the check, now an exhibit, was merely

a payment on account. He stated with equal positiveness, that when he received the check there was no writing on it bearing upon settlement, and therefore what now appeared on the check as evidence to the contrary, must have been written after it left his hands.

The hearings dragged, for the claims seemed equally sustained, by both sides. Suddenly during one of these, someone thought he could detect a difference in the shade of ink used in the alleged receipt and that used in the body of the check. This led the Master to suggest that an expert in inks be called. Both sides agreed upon this step and also decided to have the expert make his examination in the hearing-room, while all parties were present. Furthermore, the expert was to be told nothing of the claims of either side.

X—— was sent for, and in a short time appeared before the Master, who stated the facts about as follows:

"Mr. X——, the question involved is first whether all of the writing upon the face of this check was made with the same ink and secondly, whether it was all written *at the same time.*"

After being duly sworn, X—— examined the check and then, having set up his document microscope, he selected, from a small black case, a bottle containing a chemical fluid. He applied a minute portion to various parts of the writing, and while awaiting the

reaction of the chemical he employed his microscope to advantage. After a brief examination, he looked up and stated:

"To your first question, I can answer that all of the writing is of the same character of ink and there appears nothing to prevent my stating, as my opinion, that it is all out of the same bottle."

The defendant could not repress a slight exclamation of relief and satisfaction, and appeared to have but little fear of the expert's reply concerning the next question of the Master's.

"Mr. X——, can you give an opinion as to whether all the writing was made at the same time?"

"It is not a question of opinion in this case, your Honor, but rather one of fact."

X—— took up the check and continued:

"The body of this check, that is, all the writing on its face other than the notation, '*in full settlement to date,*' was written, as a matter of course, before the check was received by the bank. This notation here, however, at the lower left-hand corner, was written *subsequent to its return as a paid voucher, with the bank's monthly statement!*"

'Twas as if a bomb-shell had exploded in the quiet room; the attorneys for both sides were aghast and amazed. The defendant's feeling of security was changed to one of consternation, and the Master said:

"What you have termed a question of fact, Mr.

X——, is a vital point in the case. Can you establish what you have stated so as to satisfy all parties?"

X—— replied that he could, and proceeded as follows:

"When this check was received by the bank on which it was drawn, and charged against the account of the makers, it was cancelled, as is shown on the check, with a perforating stamp. This stamp has an arrangement of punches that cut small disks, forming first the word *Paid,* in letters about two inches in length, and, in small characters, the date of payment by the bank.

"You will note that these disks have been cut out cleanly through certain portions of the writing in the body of the check. The microscope, as you can see for yourself, shows in every case the edges of the holes, perfectly clean, with the ink lying flat around the top. This establishes the fact that the ink with which the body of the check was written was perfectly hard and dry. This is natural considering that at least twenty-four hours elapsed between the time the check was written and when it was stamped."

The interested listeners were puzzled as to just what X—— was leading up to, but his calm, confident manner inspired confidence, and the plaintiff was sure the truth would soon be revealed.

"We come now to the writing on the lower left. Here you can see where several of the disks were cut

out when the check was cancelled and that the words, '*in full settlement to date,*' are written so that three of these holes intersect the writing. In each of these cases, when the pen crossed the open spaces, it deposited a minute portion of its ink on each side of the holes as it passed. This ink so stained the edges of these parts that, by turning the check, and examining the back, we can see where enough ink was left, in this manner, to run down and make small blots at the bottom.

"There is just one way those minute blots on the back of this check could be in their respective positions, your Honor. That is by *writing what is found on the other side after the holes had been punched!*"

Yes, dear reader, X—— had discovered the trap the young golf enthusiast so unconsciously laid that sunny October day; and the revealment resulted in the following:

Counsel for Plaintiff: "Your witness?"

Counsel for Defendant: "No cross-examination."

The Master's report was quickly rendered, and the attorneys for both sides agreed that the testimony of X—— on this exhibit admitted of no argument.

CHAPTER XI

THE AUTOGRAPH FINDER

It was on a dull, rainy day of a dull, rainy week that Jones Smart was forced into idleness by the dormant condition of the genealogical business. It was beginning to look to Smart as if the forest of family trees through which he had blazed so many trails was at last proving to be unremunerative.

According to his daily habit, he was seated in the particular room of the Boston Public Library which is devoted to the "Genealogical Hunters." The group of which he was a part was gathered about a prosperous-looking man of sixty, who was displaying to their interested gaze the woodcut frontispiece of a book in his hand. Jones, tilted back in his chair and staring at the ceiling, seemed entirely unconscious of what was going on about him, yet a keen observer might have detected a carelessness of attitude too pronounced to be natural.

"Gentlemen, I'd give a thousand dollars to find an original of that autograph. It's the last one I need

to complete my collection. Yes, gentlemen, one thousand dollars for the original of that!"

As the prosperous-looking man finished his amazing offer, he pointed to the picture of a character of colonial times, identified by a scrawling facsimile autograph beneath. Jones Smart's seeming indifference became intense interest as he heard the gentleman's generous proposition, and he lifted himself in his chair until he could see clearly both picture and autograph. Then, slumping down into the chair, he thought of his own financial condition and compared it with that of his neighbor who could speak of a thousand dollars so easily. Jones had recognized in him a veritable autograph fiend, who had ample means to gratify every desire, and knew that the offer of a thousand dollars was not a dream, but a reality.

Long after Charles Stewart — the wealthy autograph collector — had left the library, Jones Smart sat and vacantly twirled his eyeglasses, thinking and thinking, yet his thoughts ran far afield from the classic surroundings of Boston's special pride.

Autograph signatures of great men of other days seemed to unroll as upon an endless scroll before his half-closed eyes. A thousand dollars for the mere autograph of some one dead and gone — a thousand dollars for a little line of ink twisted and turned into shape so as to form a name!

Satan surely suggests plans for the idle mind to

carry out, and he was not deserting Jones Smart in his need, but pointed out clearly a devious, yet untrodden byway which would bring him wealth.

One month after Jones Smart listened to the voice of the Tempter, Charles Stewart hurried along Boston's busiest thoroughfare, wending his way towards the office of X——, a life-long friend. Mr. Stewart was decidedly excited as he entered the hand-writing expert's office, and without waiting for X—— to greet him, he waved aloft a little package, exclaiming:

"Congratulate me, X——! I have gratified my heart's desire. See, only this morning I have completed the work of thirty years — yes, sir! It's just thirty years since I obtained my first autograph of a signer of the Declaration of Independence, and today, mind you, today, I have the last one of the autographs of those heroes who are immortalized on that wonderful instrument."

Stewart paused, and X—— opened his mouth to speak, but Stewart had only paused for sufficient breath to start again.

"Say, X——, did you ever hear of the traveling man who found a Jack of Hearts on the street in Philadelphia one day, and made up his mind that, just to satisfy his curiosity, he would hunt until he found a full pack? Well, if you have, you know that he had about two-thirds of a deck inside of three months, made up of as many different kinds as there were

cards — but it took him an average of a year apiece to find the balance. Every one he found narrowed his chances of the next one being one of those he needed to complete the set. Finally he had his deck complete save the Queen of Spades, and do you know, X——, it took him ten years before he was lucky enough to pick the dark lady out of the mud in front of a saloon in Seattle. He must have felt then just about as I do now."

"Sit down, Stewart; get calm a bit and then tell me what this speech-making of yours is leading up to."

X—— forced his now breathless friend into a comfortable chair, held a match to the black cigar that Stewart had accepted from the box on X——'s desk, and quietly waited for the calm explanation he had asked.

Stewart was entirely carried away with his successful find, however, and, jumping from his chair, he placed an open book down upon the expert's desk.

"Here, Mr. Expert, just pick a flaw in that signature if you can! Look at that and see whether you'd remain calm under like circumstances. Look at it, man; don't sit there and look at me!"

The expert took up an old tome of the last half of the eighteenth century and looked at the name inscribed on the fly-leaf.

"I'm looking at it, Stewart, and I see nothing whatever to get excited about. It's true you have a

genuine old calf-bound English edition of an extant treatise; binding's in fair condition, save where it is cracked at the folds, still the book as a whole is worth fixing up a bit, if one is interested in that kind of thing."

"Say, X——, what's the matter with you, anyway? I'm not considering the book itself, man, but just look at the fly-leaf. See that name, see that writing! Writing, X——, not engraving, real human hand-writing — 'Josiah Bartlett, his book!'" Stewart was pointing earnestly at the signature as he spoke.

"No disputing the human agency," assented the expert, laughing, "that's apparent. I say, old friend, I do hate to assume the role of an iconoclast, yet I honestly wish you had kept your find to yourself and gone along believing that your famous collection of autographs was completed by this signature."

"Why — er, X——, do you mean me to understand that this autograph is spurious? You couldn't mean such a thing; you're jesting with me. Come, now, admit I'm a lucky fellow. Still, if you do mean what you're saying, I can quote your own words said to me many times when we've been discussing the question of expert opinion on hand-writing as bearing on an exact science: 'Yours is merely an opinion, and to be of any value at all must have commonsense grounds as a basis. Otherwise Expert Opinion is not worth the snap of your finger!' Wait, let me finish;

aren't these your own words? Oh, you agree; then let me ask you upon what reasonable grounds you can stand in discrediting this autograph? See, here is an old treatise that was certainly extant in the times that Bartlett was living and having his being; again, look at the faded ink, yellow with age and in keeping with the book itself. Now, let me finish! I have still another of your commonsense grounds on which to base my opinion. It's this: First we have the book, no one can dispute its authenticity; then, the sequence of the old writing in the book — each confirms the other. Therefore," and the collector spoke in tones of one who is expounding an unanswerable argument, "what earthly object would anybody, save the man himself, have in writing Bartlett's autograph in a simple little work such as this was even in those days? Surely there could have been no thought in any one's mind then as to its future value to a collector."

As he concluded with an air of finality he reached for the book, which the expert was holding while he was speaking.

"Well, what do you find to laugh about?" he asked with some asperity.

"I was just thinking how surprised Josiah must have been this week, when he returned to Boston to pen his autograph in that book, and had to dodge trolley-cars and automobiles round the Old State House; for, of course, he would not go back without

seeing one familiar spot! Say, Stewart, I'll put you out of your misery as quickly as possible. You gave me two or three commonsense grounds in favor of the authenticity of his signature; now I will give you a few in turn as an offset:

"You can buy these old tomes at a half-dozen places in Boston for very little a copy. The autograph in this one was written with a steel pen. We know Bartlett died in 1795. The first steel pen was made in 1820. The ink with which the autograph was made hasn't had ten days' oxidation. It has been aged with acetic acid and is, moreover, an exact tracing of the imprint on the facsimile plate of the Declaration of Independence as furnished their patrons by insurance companies, banks, etc. There," and X—— pointed to a framed copy of the Declaration, "see for yourself. But, seriously, what I am considering is not so much that little fraud which has been perpetrated upon you and your friend the bookman, who sold you the work, and who doubtless has been as innocent a victim of the scheme as yourself, as I am of the clever crook who, to my own knowledge, has, during the past week, floated several other genuine (?) autographs of great men. In fact, only yesterday I saw a law-book which a young lawyer had risen to, like a trout for a fly, not for the precedents which it contained, but because the autograph proved that it once belonged to Daniel Webster. But, and mind you

this is only my opinion, it showed precisely the same handiwork as does this book of yours."

The collector — calm enough now — softly muttered:

"Stung — and by Smart, too."

"Yes, stung!" mused the expert as the door closed on Stewart. "But all the same, if a certain Jones Smart had only been 'smart' enough to use a quill pen or a toothpick, he might have opened up a line of business that would have rendered him comfortable for life. Poor fellow, the hand of the law is closing in upon him — slowly, but surely."

CHAPTER XII

A SCRAP OF PAPER

CHESTER LAWRENCE dreaded his coming interview with George Benton's widow more than he could believe possible. It is true Benton had been one of his most intimate friends, and he knew Mrs. Benton very well, yet the nature of the news he had to impart disturbed his usual legal calm.

When the great mahogany door swung open and the dainty little maid ushered him into the reception-room, his first impulse was to turn and leave the house, postponing the interview until he felt less sympathetic. However, before he could carry out this idea, Mrs. Benton entered, and as she came towards him he realized keenly what the pangs of poverty would mean to a woman of her refinement and intellect.

"Well, Chester, I suppose you've come to tell me about the business. I feel equal to listening this morning, and am sorry to have sent you away last week when you called, but I ——."

"Now, Madge, I understood. Of course, George's

failure to leave a will complicated matters a bit, but the insurance company has been prompt, and I received their check this morning. I know George fully believed there would be sufficient money from the business, added to this insurance money, to keep you and George junior until the boy is of age to help you. Madge, I was startled to receive this letter yesterday."

The lawyer handed an epistle to the young widow that was likely to upset her husband's plans and jeopardize the future of her son and herself.

The letter was from a prominent lawyer of Walton, of unquestionable reputation; a man who valued his standing as a member of the bar far beyond any consideration of fee that might be involved in a case. The significance of its concise wording admitted of no misunderstanding. The contents stated that he held for collection a promissory demand note of her deceased husband's, bearing a date two years previous, and showing an indebtedness of thirty-nine thousand dollars to his client, Aaron Dixon, the lumber merchant of Walton.

"Thirty-nine thousand dollars! Why this can't be true, Chester. George never allowed a bill to climb up to that amount. I knew a great deal of his business, as you know, and Dixon was paid twice a year, I'm sure."

"Well, Madge, the letter reads strange, I'll admit, but Duncan would not take the case if he did not be-

lieve in it. This is a facer, though, for it will about wipe out George's estate."

"Have you looked into George's books?"

"I have, and your statements are borne out. The account was entirely closed, according to the books, months before George died. I am going to Duncan's office after I leave here, and then will be able to tell you more. I only wanted to know if George had ever told you of such a bill."

"I shall not allow this to disturb me. It simply can't be true! I never liked Dixon, nor did I ever trust him, Chester."

"I'll telephone you as soon as I leave Duncan's office. Maybe he can throw some light on this debt."

* * * *

Chester Lawrence knew that the scrap of paper Duncan showed him was *prima facie* evidence of George Benton's indebtedness, and yet he also realized that the sum of money it called for was entirely out of proportion to any known business transaction between the parties in issue. It exceeded by far the limitations of credit the financial standing of either of the parties would warrant, under any conceivable conditions. However, the obligation was not written on a common note form, but typewritten upon a sheet of the deceased's own printed letter paper. This was significant, and tended to strengthen the holder's claim

in Duncan's opinion, yet seemed peculiarly unlike his friend to Lawrence.

After telephoning Mrs. Benton of his interview, Lawrence proceeded to investigate the financial condition of the holder of the note. He found Dixon was a borrower from the banks to the limit of his moderate credit; was considered slow pay, and yet was ever keen on collections in order to meet his ever-pressing obligations. When Duncan and Lawrence met later in the week, Dixon was present and told a logical story of a confidential business matter between himself and the deceased. To be sure, he had to rely upon memory to some extent, because a fire had destroyed his place of business and many of his books and papers a year previous. The fire was common knowledge, and his was only one of several other concerns that were victims of the same conflagration.

He frankly explained that his own financial stringency was caused by carrying Benton for so large a sum, and as Lawrence listened he grimly reflected George was safely laid in a place from whence he couldn't return to contradict the story, even if it were false.

The case seemed hopeless, and later in the day Lawrence so expressed himself to the banker with whom Benton formerly did his business, while both were examining the note together in the president's office.

"I'm mighty familiar with Benton's signature, Lawrence, and that certainly seems genuine to me."

As the banker finished speaking, a clerk handed him a paper, that had just come in by messenger-boy, remarking: "X—— says we're stuck all right. The check was raised, Mr. Bradford. See, you can read the original figures right here under the present amount. X—— brought the erasures out with some sort of chemical fumes; we're stuck all right. It's as plain as the nose on my face."

"Say, Lawrence," exclaimed the banker, after examining the raised check. "I have an idea! That note is all out of proportion to Benton as I knew him. This check has given me an inspiration. Before you return that note to Duncan, you just take it over to X—— and have him look it over. It can do no harm and I want you to do it if only to satisfy my curiosity. I'll pay his fee, for there isn't any need of adding to the widow's troubles if there should be no new developments."

An appointment was made by the banker for Lawrence to meet X—— at the expert's office the next day. Lawrence entered X——'s private room on the minute of the appointed time and proceeded at once to the reason for the meeting. X——, with an eye trained by long experience in questioned documents, casually examined the all-important scrap of paper. After a critical comparison of a number of genuine

signatures of the deceased with that on the note, he stated laconically:

"If you expect to repudiate this paper on the theory that the signature is a forgery, I am afraid you will have to look elsewhere for an opinion, for I have no hesitancy in stating as my opinion that this is a genuine signature."

"Then you are satisfied there is no fraud about the paper, that it's all right?" and the lawyer rose from his chair, reaching for the note with an air of one who has received the last analysis of a contested legal question.

"Pardon me," replied the expert, "I have not so expressed myself. I referred only to the signature, and a genuine signature is not always conclusive, by any means."

"In this case," he continued, "I have only satisfactorily disposed of the signature. I don't like, or, rather," and X—— smiled, "I do like — speaking professionally — the appearance of the paper itself. I can see that the sizing on all that section above the signature shows signs of having been disturbed. In fact, with the exception of where the signature appears, has been either accidentally wet or been treated with a definite purpose in view."

The lawyer's face brightened and he watched X—— with interest as the expert proceeded to open a case containing a number of small bottles. It resembled

the kind of case a homœopathic physician takes from his pocket after completing his diagnosis. Selecting a bottle, he indicated the contents and said:

"These are simple chemical re-agents which are used in making a test when our suspicions are aroused during the examination of a document. In this instance I think I find evidence of the eradication of some writing that was originally upon this paper before the typewritten matter. You will find this solution rather offensive to your olfactory nerves," and he poured an ill-smelling liquid into a glass tray. "One comfort, though, it won't take long."

While X—— held the scrap of paper face downward over the liquid, he resumed his explanation.

"The fumes arising from this solution are a reagent for the iron sulphide in ordinary writing fluid. When people use any of these 'absolute ink eradicators' that are sold by all stationers they simply bleach the ink, making it colorless. This aromatic stuff is the little medicine that brings it temporarily back to life. Now, let's see if we've guessed right in this case. Sure enough, here you are! Look at the note now!"

The widow's lawyer was speechless. The lines of his face were tensely drawn and he stared at the note in amazement. A faint but palpable outline of a letter written two years previous showed distinctly. It was a simple hand-written business letter relating to

the delivery of a load of building material which Benton had ordered delivered to one of the contracts upon which he was then engaged. *Typewritten over this letter was the alleged note.*

Lawrence was so absorbed in what seemed to him a miraculous revelation of duplicity that he had entirely forgotten the expert, while the latter was hurriedly focusing a photographic camera. In fact, it was the expert's voice asking him for the paper that roused him to action.

"We must catch this before it fades," X—— adjusting the note for photographing as he continued, "for in less than half an hour from now every vestige of this writing will have disappeared, and the note will be in exactly the condition in which you brought it to me. The photograph, however, will tell the tale, and yet, if any dispute it, bring them here, with the note. We'll then make the test all over again here, or, if need be, in court."

His evidence in hand, Chester Lawrence, elated, hurried away and reached Duncan's office out of breath. Then took place a most interesting conference. Lawrence laid his cards upon the table face up, and his brother lawyer made an appointment for a final conference later in the day at which his client would be present. This later conference was short, but had all the elements of the last act in an old-time melodrama. Duncan handed his client the photo-

graph showing the result as disclosed by the chemical test, and crisply asked him what he had to say. Although taken by surprise, Dixon, while obviously betraying nervousness, tried to bluff if off by pretending not to understand the import of the question. After a few uncomplimentary remarks about experts in general, he turned to his lawyer and asked what he was doing to meet this issue. Duncan justified his brother lawyer's opinion of him. He faced his client and, handing him back the note, said:

"Unless you drop this case now, I, as an officer of the court, will take the matter up with the District Attorney, and that scrap of paper will put you behind the bars where you belong."

Dixon reached forth and snatched the paper, then tore it convulsively into fragments, and turned on his heel toward the door. Pausing a moment, he turned and said:

"Go ahead, then, but I guess I've fixed it so you'll lack evidence enough to get very far."

* * * *

This time Lawrence enjoyed calling upon Mrs. Benton, and felt light-hearted and gay as the maid opened the door. Entering, he found his friend's widow sewing in the sitting room.

"Madge, you were right! Dixon was a fraud and a crook. Your income is safe enough, so you and the boy'll be well taken care of. Listen—," and her law-

yer related the story of his visit to the expert and the result. As he finished, he noticed that Mrs. Benton was weeping softly, and he nervously wished he hadn't come in person after all, for a woman's tears disturbed him greatly.

"Come now, Madge, you've been great all through this thing. Everything is just fine. There isn't a thing to cry about."

"I know it, Chester, but that's just why I'm crying," she sobbed.

Lawrence smiled at his musings as he went to his rooms that evening.

"Wonder if that fellow X—— can figure what a woman'll do as well as he can detect fraud. I doubt it. I believe you never can tell when they'll cry and when they won't."

CHAPTER XIII

A GILT-EDGED CLEW

"THAT low, rumbling farmhouse back in the woods there is Jasper Dinsmore's place. He's an eccentric old fellow, lives all alone — has money, too."

Not long after the above comments were made by a native of Boyne to a stranger in the town, Jasper Dinsmore died. Because of Dinsmore's peculiar life and habits, his death was an item of local interest and discussion. When it became known that no will had been found, even after a thorough search of the deceased's papers, the tongues in the village store were kept busy.

About a week after his death, a frail slip of a girl arrived in Boyne and was driven to Dinsmore's house. In the conversation that took place between the driver and the girl, she revealed the fact that she was Dinsmore's niece, nearest of kin to the old man, and in Boyne to claim her uncle's wealth.

The administrators were expecting Edith Graham, and had ordered the dreary house cleaned and brightened. However, as Edith entered the large hall, lined

with queer cabinets filled with treasures collected by her uncle during his years at sea, she shivered and seemed so frail that good Mrs. Mullen's heart was moved with pity, and she welcomed the girl as though she were her own daughter.

"Come, now, Miss Graham, give me your things. See, I have tea all ready for you. It'll make you feel fine. I'm Mrs. Mullen from the village, Mr. Dinsmore's housekeeper, whenever he'd let me be."

As the kind, motherly creature chatted, she drew Edith into a big chair in front of the fireplace and soon had the cup of hot tea ready. When the warmth of the liquid had penetrated her body, a faint pink crept into her cheeks and a smile came into her deep, blue eyes.

"Sure the child is pretty as a picture," thought Mrs. Mullen, delighted at her ability to answer the questions Edith asked concerning her uncle. The answers were no surprise to Dinsmore's niece, for he had been a source of great worriment to his gentle sister, and many times had little Edith heard of Uncle Jasper and his "freaky ways." Still, as the girl listened to the soft voice of Mrs. Mullen and looked about at the peculiarly furnished room, a feeling that her uncle had been sadly misunderstood swept over her.

"Poor uncle; I wish I had known him; and you say he left no will?"

"I said, 'twas but found today, Miss Graham. We

thought he left none, but this morning Professor Dixon found it in a book in the library. A queer-looking thing it was, too. Just like your uncle, though."

"Professor Dixon, who is he?"

"A friend of Mr. Dinsmore's. As 'queer' as Jasper Dinsmore, and 'queerer.' Come here to the window and I'll show you his house."

Mrs. Mullen pointed out a large, dark house, on a hill, across the road. It was brightly lighted from cellar to attic, and looked more like a beacon light than a home.

"But why is it lighted up so? Surely those rooms aren't all in use, or is he entertaining?"

"He keeps them all lit from dusk to nearly dawn. He writes and often refers to a book or a picture in the various rooms. He says: 'When it's daylight I work better, Mrs. Mullen, so I try to keep it daylight or as near it as I can.'"

"Well, he is an odd character, isn't he? I'm tired, Mrs. Mullen. I think—by the way, you'll stay with me while I'm here, won't you?"

"I will, and gladly, and I know you must be anxious to go up to your room. Come and I'll show you which one I got ready for you."

Up the wide staircase and down a long corridor she led Edith and, opening the last door, entered a room. As Edith followed, she saw the light of the open-fire

and a faint odor of sandalwood prepared her for the interesting room the candles Mrs. Mullen lighted made visible.

The bed was of Chinese teak-wood, as were the two chairs and a huge highboy, ornately covered with great dragons. The floor was painted black and one small red and black rug was lying in front of the bed. The windows were shaped like octagons, made of red glass, and had no shades.

"What an odd room, Mrs. Mullen!"

"It has the least furniture and was the easiest to clean, Miss Graham. I hope you'll rest well in it."

As the door closed on the housekeeper Edith began to realize just how tired she was, and it wasn't long before she was snuggled down deep into the great soft bed, dreaming of the land of sandalwood and dragons.

On the following day the finder of the will and the administrators called on the niece bright and early. The administrators seemed reticent and talked very little until the old professor disappeared into the library. Then they informed Edith of certain strange features they had discovered in connection with the will. They asked her indulgence and begged for a few days to investigate the matter fully, and when she willingly granted them as much time as they deemed necessary, the two gentlemen hurried away.

There was a reason for their hurried departure, for they were to take the morning train for the city. At

four o'clock that afternoon the administrators arrived at the office of X——, feeling that what was a riddle to them could be made plain by this far-famed expert upon questioned documents. Luckily X—— was in, and soon an animated group of smokers filled the little office with smoke and reminiscences, for X—— enjoyed many a hunting trip with these same gentlemen.

"Was it pleasure alone, friends, or did business have a hand in this treat?" X—— smiled as he asked the question. He had seen clearly from the important bearing and poorly hidden nervousness that his two visitors had much of a business nature to impart. And impart it they did. After the tale of Dinsmore's death and the finding of the will was told, X—— asked one or two questions.

"I'll come down tomorrow afternoon. Have the house empty, will you? I can work quicker if I'm not surrounded."

After his friends departed, X—— looked long and carefully at a single sheet of heavy paper of a pink tint. He studied the will closely — for such it was. The signature of Dinsmore was well up towards the middle of the reverse side, and the date was of some five years before. There were the names of three witnesses, and X—— had found upon inquiry that two of these were dead, and the third, though alive, an invalid, whose mind was a blank.

There was a strange similarity about the writing of the names of the witnesses, and X—— had a strong feeling they were all written by the same hand, but he knew he must have more positive evidence than mere surmise.

There was little to criticize in the way the property was divided, for the deceased's church was remembered, as was also a patriotic society of which he had been a member. His niece was so well provided for that it seemed folly to doubt the validity of the paper. Yet there was one legacy that had disturbed the administrators, and that was the bequeathment to Homer Dixon of the library of Dinsmore.

This was a small, cheap collection of books that Dixon could have had for the asking, but which, if placed on sale, wouldn't bring the cost of selling. X—— agreed this sounded peculiar, and it was with great interest he placed his powerful glass upon Dinsmore's signature. The administrators had left a dozen authentic signatures of Dinsmore's with the expert, and he was not long in deciding the signature to be genuine.

At six o'clock the next afternoon X—— was seated in the library of the Dinsmore place. He was anxious to discover the definite clew he knew every crime concealed. Book after book he examined until the room looked so upset that it was well for X—— Mrs. Mullen was away with Miss Graham.

Finally he found his clew! You remember the will was made upon thick pink-tinted paper. Now a microscopic examination had shown X—— that the edges of this paper had been carefully cut with shears and not with a mechanical paper edger. Examining the edges left by the opening and closing of the shears, as they were manipulated by hand, X—— had found a minute speck of gilt. At last his search of the books resulted in his discovering an old-fashioned gilt-edged autograph album. A hasty glance revealed the thick pink-tinted sheets of paper. X—— seated himself at Dinsmore's desk and opened the book. The first page was missing and X—— could see distinctly where it had been cut from the book. He fitted the will into the place of this sheet and found on turning it over that the signature of Dinsmore came right in the place one would be likely to autograph his name. This accounted for the genuine signature, — of course Dinsmore had written his name in the book to please its former owner, for it had undoubtedly belonged to a lady. It was quite evident that Dixon, who had spent hours in the library, had discovered the album, and seeing the signature conceived the idea of forging a will which would give him the coveted library. X—— carefully wrote out his findings and presented them to his friends. Then his work completed in Boyne he left for Boston.

At eight o'clock that night the administrators and

Edith Graham were seated in the library, and at half-past eight everything had been made clear to Edith.

"I'm sorry for the poor man. He loves the daylight so, now this means darkness for a long time. But how did you ever find out about it?" she asked.

"That's our secret," said the fine-looking administrator.

"You know algebra, Miss Graham?" It was the homely one questioning.

"Yes, a little."

"Well, you know X—— represents the unknown and when you find out what X—— means you've solved your problem. Now it's that way in this case. Find X—— and you'll know our secret."

"You funny men," Edith replied, "I don't understand you, but I'm certainly grateful to you both and to X——, whatever it stands for."

CHAPTER XIV

A MATTER OF SPACING

JAMES JORDAN, head of the well-known firm of Jordan & Sawyer, wholesale grocers, received in his mail one morning an ominous letter. Every word was printed in lead pencil and the whole embellished with a dripping, murderous looking knife, drawn in red ink, as a sort of coat-of-arms.

The strange epistle was signed "The Black Hand Society." So that there might be no misunderstanding the import of the letter, there was added, as a conclusion, a sinister drawing of a hand — a sombre, black, gruesome hand. As the contents of the threatening sheet dawned upon Mr. Jordan, he crushed it in his hand and hurried up-stairs to the nursery, where Mrs. Jordan was busily preparing the pride of the Jordan household, for another busy day. Little five year old Lawry rushed into his father's arms.

"You hurt me, daddie, you hurt;" the handsome boy was not used to the savage strength with which his father, suffering from the knowledge of the paper in his hand, was unconsciously clasping him.

"Have Ellen finish that, dear. I have something important to tell you," he said to his wife.

Then after kissing the little fellow again and again, he went back to his den and re-read the news that had upset him so. Mrs. Jordan entered as he was reading and he handed her the paper.

The letter said that at a meeting of the New York Branch of the "Great Black Hand Society" he had been selected as the man from whom they must ask $5,000. The usual directions found in letters of this sort followed, — the place, the method and the time were all there in great detail. However, the awful part pertained to the penalty if Mr. Jordan failed to obey. His son and heir would be kidnapped! As his wife read of this and the closing assurance that if her husband acceded he would be immune from the society forever, she forced herself to remain calm.

"Have you done anything about this yet, James?"

"No, it came with the mail this morning. What do you advise, Mary?"

"Why, telephone at once to Amos Fletcher. Ask him to call in on his way to headquarters."

Luckily Jordan was able to reach the Chief of Police before he had left home, and it was not very long until an earnest consultation took place in the Jordan den. The authorities scoured the district, trusting to luck to run down the writer of the letter, but with no success. Young Lawry was growing pale and ner-

vous from his close confinement to the house and the strict guardianship of father, mother, nurse and detectives.

Finally, acting on the suggestion of Fletcher, the father in desperation sent a photograph of the letter to X—— of Boston. The fact that the threat was printed caused him to feel that even X—— would be unable to help him.

When the case reached the office of the expert, it caused no excitement, for X—— had had samples of all the fifty-seven varieties of this kind of trash from many previous cases of a like nature. The only concern he had was to locate, if possible, the amateur, for a mere glance at the contents of the letter readily classified the author as such.

Now in the examination of documents of this kind, the expert looks for something out of the ordinary as a clew. It is such critical observance of details that distinguishes his work from that of the man who lacks experience. Now the laws of chance play an important part in a search of this kind, particularly so in the case of printed matter. Often by the merest chance only, is any individuality shown in amateur printing with a lead pencil or pen. This is because we all follow in our minds a common model of printed characters. From this information we obtain an idea of the difficulty of the expert's task even though he himself took it so calmly.

X—— had nothing to work on but the photograph, and he examined it closely. He noticed one thing that struck him as peculiar. It was the letter " H." About every third time this letter was intended, the middle or horizontal line was omitted, leaving only the two perpendicular strokes, ||. Not much of a clew, you say, yet enough to start on. Suddenly X—— observed something that he had felt was there all the while, but was eluding him. *The spacing of all the letters was in perfect regularity.* Then he saw something else — now he admitted the case was growing interesting — *every letter requiring more than one stroke of the pen was in accord as to width and height. Every line, too, was complete, no hyphen connecting part of a word on one line with the next following. Again, the punctuation, periods and commas alike, were made with a simple straight stroke.*

From his knowledge based on years of experience, X—— was satisfied he had discovered clews of the utmost significance. But why so many H's unfinished and not only that letter but the E also frequently lacked the lesser middle stroke. The O was made with two opposite curved strokes, yet the width maintained was in common with the other letters.

X—— sent in his report the evening of the day he received the photograph. Enclosed with the report, was a personal letter to the Chief of Police,

Amos Fletcher. This done, X—— locked up his quiet little office for the night.

The following day, the chief and an operative from the detective agency were questioning a certain young man at headquarters. They were endeavoring to force a confession from him as to who had put him up to writing the black-hand letter. After some time, the boy broke down and confessed he had written it himself, without assistance, proving a favorite theory of the expert's, namely: "Ninety-nine percent of the black-hand mysteries are nothing more than a mere name."

After the culprit had been remanded to a cell downstairs, the detective remarked to the chief, "How in thunder did that man X—— tip you off to that particular fellow out of the dozen suspects we had in line? Had something on him before, I suppose?"

"Not a bit of it," said the chief, emphatically. "That boy never did anything crooked before this thing in his life. He was O. K. till he took to drink and fast company about a year ago. Had a good job, too — was a first class letterer on glass-doors, and windows. X—— wrote and asked me if any of my suspects had ever had any experience at sign lettering. I naturally thought of this fellow and went right after him — you know the rest."

"All the same," answered the detective, "it beats

me how X—— guessed right the first crack out of the gun."

"Me, too, but there you are," replied the chief.

Several days after, the interested detective, being in Boston, made it his business to visit X—— and find out the basis of his clever discovery of the author of the black-hand epistle.

X——, amused at his earnest admiration, showed him the clews he had found and explained his conclusion.

"You know, of course, that a skilled letterer always makes an outline with a crayon before he begins to apply his brushes. He does this to regulate the spacing and alignment. Naturally in time he is so skilled that it is unnecessary to complete all the integral parts of the letters. Yet habit is strong and in this case I found peculiarities and just happened on the cause."

"Just happened, eh? Well, believe me that 'just happened stuff' would be termed pretty smooth work in the detective game."

CHAPTER XV

THAT "TEN DOLLAR" SECRETARY

SILAS CARTON was a miser! He had reached the pinnacle of fortune by small stages, travelling a rough, hard road. Perhaps then it was but natural that he should, at the time of my story, have been all that the word "miser" implies plus.

Old age interfered with Silas Carton's complicated business and many times he thought of hiring an assistant. In his calm, calculating moments, he realized the unnecessary luxury of this, yet one day, when the work had been most exacting, he advertised for a secretary. His advertisement read very fine and promising and it was not until the applicants, who came in answer to it, interviewed old Silas that they realized it but *read* that way. Silas expected the secretary to work for a salary he considered munificent. The poor fellows who applied for the position knew it was beggarly, and because of this lack of unity of thought between Silas and the would-be-secretaries, no applicant was acceptable.

Time went on! Silas Carton had about despaired of finding anyone who would realize the philanthropy

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of his terms. One day, appeared on the scene, a quiet gentle-looking fellow. So quietly was he dressed and so gentle was his manner that Silas was for the first time favorably impressed with an applicant for the wondrous secretaryship.

When Silas heard him say, "Why, yes, Mr. Carton, ten dollars a week suits me just fine," he nearly collapsed with joy. This sentence alone was all the recommendation the new find needed to convince Silas of his worth.

The new secretary quickly found his level in the business life of Silas and was put in charge of the ledger, wherein was recorded every one of his employer's various investments, which were mostly upon more or less secured business papers, — chattel mortgages, tax titles, etc.

Silas never allowed anyone but himself to fill out a contract or a collateral note. He derived exquisite pleasure from the calculations, finding how much more money he would ultimately receive than he had loaned, involved. Old Age had made the secretary a necessity, and now Old Age played pranks with the pen with which Silas wrote. Every once in so often a big blot of ink would creep down over the paper and deface the deed or note, which Silas was filling out. These blots were too vivid a reminder of Father Time's vengeance, and one morning, Silas broke a hard-fast rule and bought from a pedler a bottle of the

" only and best ink eradicator on the market"! Think of it! Silas Carton spent twenty-five cents!

Several weeks after the purchase of the ink eradicator, Silas received two checks from his secretary, which required his well-known crabbed signature to change them from scraps of paper into that which every bank in the city would call the equivalent of money. One check called for three hundred dollars and the other for ten dollars. Both checks were made out to " cash." Silas made it a rule to hand the borrower the actual currency rather than a check to order. In this way he kept the transaction right in his own office and gave himself the whip-hand when any dispute might arise as to how much the borrower received in lieu of his collateral, while an endorsed check might sometimes prove a stumbling block.

Silas, when signing the checks, overloaded the pen with ink, and so a large drop fell on the face of the three-hundred-dollar check. Meek (the secretary's name was Meek), noticing the contretemps, wished to fill out another blank to replace the spoiled check, but Silas shook his head, and with a smile on his withered lips said, " What did I buy that ink eradicator for, if not to use it? "

As he signed and handed the check to Meek he actually had a twinkle in his eye, for the check, having been duly treated with the contents of the precious bottle, was now innocent of a blemish.

Meek took both checks to the bank, received the cash from the paying-teller and put the money he received from the ten-dollar check into his own pocket — a perfectly proper proceeding, 'twas his well-earned week's wages! Upon his return to the office he laid the three hundred dollars in bills upon Silas' desk.

Meek was quiet and more thoughtful than usual the rest of that day; he was thinking hard; a seed had been planted in his brain. It was part of his duties to keep track of Carton's bank account and watch, not to see if it were overdrawn, but that the bank made no errors in their monthly statements. The figure at the bottom of the envelope containing said statements always showed a balance of five figures or more in the dollar column, — an amount of money that made Meek think his weekly ten dollars rather insignificant to say the least.

Six months after the cashing of the above-mentioned checks, Meek surprised his employer one morning, as he laid the envelope containing the bank statements for the previous month on Silas' desk and said:

"Mr. Carton, I've got a chance to work out West. The pay's twice what I'm getting, and unless you can give me as much as I'm offered I think I better go. In fact I felt you couldn't raise my pay so I've accepted and I leave tomorrow."

"Tomorrow, you scamp, — you leave today! Do you hear, today, now, at once!"

Carton worked himself into a rage as he stormed at Meek, whose eyes held a peculiar glint and whose quiet face looked crafty and wise. Still when Meek had gone and he realized that he had saved five dollars — for he held back one-half of Meek's weekly stipend — Silas felt better.

A month rolled by and Silas was about to leave his bank one morning, when the bookkeeper called him as he passed his cage and handed him his envelope with his monthly statement. Silas took the envelope and without glancing at the figures put it into his inside pocket.

Two hours later, while at work in his office, his hand came in contact with the envelope, and he settled down to verify the bank's statement. He didn't get very far; in fact, he stopped abruptly when he glanced at the figure at the bottom showing the balance to his credit.

"Why — what's this mean? Why, that's their figure plain enough, but nonsense — they're all mixed up! I've $10,000 more than that," and the old miser, mumbling thus to himself, shook out the package of checks from the envelope. Check by check they agreed with the book, every last one of them.

"No forgeries, no raised checks, but I'm $10,000 short. What a bank! See, here's my real balance

here on this stub. Meek was a poor stick, but at least he was accurate."

It was with a feeling of relief that he prepared to go over to the bank and give them the dressing-down they deserved.

There was an interesting session at the bank. At first listening it seemed as though Silas were right, there had been a mistake. Still, looking back over eight months, there was a constantly increasing discrepancy between the balances noted on Silas's envelopes and that of the general ledger. Silas had brought his checks for a year, and he was able to verify by these the balance on each monthly envelope, so he was surer than ever the bank had made a mistake. The bank officials asked Silas to leave the various statements with the paid checks for examination, but Silas was so wise and careful that he took all his evidence right straight back to his own safe. Then he drew a check for the amount of the balance he *knew* he had at the bank, presented it to the cashier, and made a terrible scene when the teller refused payment.

His indignation and anger had not subsided one whit when Carton reached his lawyer's office. His lawyer at once, upon hearing the story, entered suit — first taking his client's story, backed by the bank's statements, as *prima facie* evidence against the bank. In spite of his business-like proceedings, the clever

lawyer was more than puzzled when he conferred with the bank officials and heard their side of the story, which bore all the ear-marks of truth. They claimed the statements on the envelopes as Silas had them for the last eight months were not as sent from the bank, but where the fault lay they couldn't say. Finally, in desperation, Carton's lawyer said to himself:

"I guess I'll turn this over to X——. Maybe he can throw a little light on the thing."

Next day X—— was called in, and the envelopes containing the statements of Silas' account, together with the bank's transcript, were submitted for the expert's examination.

X—— took all the papers back to his office and began to carefully examine the envelopes which came from Silas' office. His trained eye hadn't glanced down the first line of figures denoting the withdrawals for the month from the first date to the last before he noted a divergence in several amounts. His sense of investigation was aroused, and he quickly picked up each of the remaining envelopes.

"Great Scott!" he exclaimed as he examined the last one, "there isn't an office boy in that bank that couldn't have nailed this fraud if old Silas had let 'em have these envelopes for half an hour!"

X—— then picked out one check for ten dollars, smiling as he did so, and although it was duly entered on the envelope that came from the bank it did not

appear upon the bank's transcript. He then proceeded to introduce this little check to certain bottles of various chemical fluids and then to the penetrating gaze of the compound microscope.

An hour afterwards X—— was seated in the office of Silas Carton. Silas was real friendly in his preliminary conversation, and said to the genial expert:

"Now, you get no fee from me,— understand! I've no money to engage experts with. The bank pays you, and don't you forget it! I'll not pay you one cent! No, sir! Not one cent!"

"That's too bad, Mr. Carton. I expected a princely fee seeing as how generously you treated your late secretary, Mr. Meek."

"What do you mean bringing Meek into this? He did his work well and I paid him well."

"Oh, yes," replied X——, "he agreed to work for ten dollars a week, I know, and did so until you raised his salary so munificently last March."

"Raised his salary!" gasped Silas; "what do you mean, sir?"

"Why, now, don't try to fool me, Mr. Carton. You raised it anywhere from fifteen hundred to two thousand dollars a month. I tell you, when I found it out, it upset all my opinions as to how you wealthy men treat those who work for you."

Silas' old face was yellow as parchment and his voice nothing but a rasping whisper.

"Explain! Explain!"

"I'll do better — I'll illustrate," and X—— took a paper from his pocket.

"Here is a check. You signed it. It is made out to 'Cash.' It reads 'ten dollars' written in ink. Funny habit that of Meek's writing the date and 'Cash' with a steel pen and the amount in the body of the check and the figures with a fountain pen. How do you explain this idiosyncrasy on his part? You can't? Let me enlighten you a bit. Hold this glass over the written amount. See those pale blue lines? Follow them; see — they read 'Five Hundred.' Look closer still. See in that almost invisible line, mixed in with the pale blue ones, it says 'Ten Dollars.' See, Mr. Carton, how simple it was? When you signed this check you raised Meek's salary from ten dollars to five hundred dollars for that week. What, you don't see?" for poor Silas was mystified and terrified beyond comprehension.

"Listen carefully, Mr. Carton, and I'll try and explain it to you more clearly," and X—— began again to enlighten the victimized miser.

"When your bright secretary received this ten-dollar check, with your signature affixed, he took a little of his valuable time and eradicated the writing on the check, leaving the space blank; then he replaced the original sum for which it had been drawn with the sum for which he thought it should have been drawn.

He cashed the check then for what *he* had made it call for, and repeated this performance every week. Now he watched out, called promptly at the bank for the monthly statement, removed the manipulated checks, used his faithful eradicator again, and, removing his own interpolation, he replaced in each check the original amount. Then the check was just as you signed it. Of course, he next eradicated the several contemporaneous entries on the bank's envelope, made them agree with the original figures, and brought the apparent balance to suit conditions as you knew them. Thus all was neat and complete and entirely satisfactory to his employer. It was good work, but when he changed these checks back to their original state he used his fountain pen, leaving a nice little clew for the examiner of experience to find and follow up. See that date and the word 'Cash'? Both are made with the steel pen he used on his books, and the re-written amounts and figures with another make of pen. Now it stands to reason a man, making out a check, would not require two different pens, yet that is what has happened many times in his work. Too bad!" and the expert seemed to be talking to himself rather than to old Silas; "nicely planned work, but crudely executed."

At last Silas found his voice, and with an air of sad realization of the force of the calamity that had befallen him he said: "I always kept my desk locked

when I left the office, and I can't see how he got hold of my eradicator. He never once asked me for it."

"Too bad!" replied X——, "that your supply wasn't all there was of the stuff. Come, let's look over brother Meek's desk," and the expert, followed by Silas, stepped over to the part of the office where Meek formerly worked.

"Ah! here we are," said X——, as he reached far back into the corner of a drawer. "Here is our little co-conspirator," and he brought forth a little bottle, a counterpart of that on Silas' desk, labeled "Superior Ink Eradicator."

CHAPTER XVI

A MERE CIPHER

STANDING alone, a cipher is just what the name implies, a mere nonentity. Placed, however, in juxtaposition with any of its fellow numerals, it at once acquires a position of importance in the mathematical family. How important this unassuming cipher may become was shown during the hearing of the case of the trustees of the estate of *Winslow* vs. *Smart*. The scene of the hearing was the library of a well-known legal firm over on State Street, Boston; the time, a day during the open summer season of nineteen hundred and nine.

A certain paper was an important exhibit in that it bore upon an admitted legal obligation of the defendant to the deceased. The amount involved in the transaction was originally $10,000. In going over the business data of the deceased, the trustees found that this account with the defendant open with one credit of $1,000, leaving an apparent balance due of $9,000. When called upon for settlement, the defendant produced his copy of the original obligation bearing an

endorsement showing an apparent credit of $9,000, thus reversing the figures as shown by the deceased's books, and leaving, as claimed by the defendant, only $1,000 due. The date of the endorsement coincided with the entry in the books of the deceased, and X—— was called into the case simply on a question of determining, if possible, whether the signature of the deceased under the receipt for $9,000 was genuine.

After a most comprehensive examination and comparison of the signature in question with practically unlimited genuine signatures upon hundreds of checks, letters and other commercial papers (for the deceased was in active business up to his last illness, which preceded his death by only a few weeks), the expert was forced to admit that he could not find a scintilla of evidence that would tend to discredit the signature upon the document in suit.

In examining questioned writing the document microscope plays an important part. This instrument differs somewhat from the ordinary compound microscope which was in general use until a considerable period after the dawn of the twentieth century. The document microscope gives the examiner a much larger field under the objective than the old-style instrument, and exposes not only the object under direct examination, but a fairly comprehensive portion of its immediate surroundings.

During the examination of the signature and the

writing preceding it, all of which was admitted to be by the hand of the deceased, the expert stumbled upon that inevitable little clew that is always left behind by the perpetrator of a crooked act, seeming to refute the idea that the discovery, which is so often made while looking for something of an entirely different nature, is a mere accident. At least one confirmation of this theory might be illustrated by borrowing from the stenographer's notes that which in substance concluded the testimony of the expert.

Question: "Assuming that the signature and the rest of the writing are genuine, have you found in your examination anything else that you consider of sufficient importance to call to the attention of the court?"

Answer: "Yes, I note that apparently inks of two different manufactures were used in making the figure 9."

Mild sensation in the room, coupled with expressions of doubt, followed this statement by the expert. The figure in question was alternately examined under various reading and magnifying glasses, none of which seemed able to bring forth anything that would confirm the expert's statement. After a while, however, counsel continued his examination in substance as follows:

Question: "Have you any means of demonstrating how you arrive at this opinion?"

Answer: "I am prepared, if I am permitted, to make a chemical test that will prove conclusively whether I am right or wrong in my deductions."

Consent having been obtained from both the plaintiff's and defendant's counsel, the Court permitted the expert to proceed in his own way, which he did as follows:

Expert addressing the Court:

"If Your Honor please, there are several classes of commercial inks in general use, all fundamentally the same shade of permanent color, when sufficiently oxidized in the time that elapses after they leave the pen. Some have as a component part, for re-enforcing color, a coal tar product called 'Methylen Blue,' others 'Indigo Blue,' while others of like nature have as one of their ingredients an extract of logwood.

"In making a chemical examination to determine the class of ink used in any particular piece of writing, about as simple and conclusive a test is to use as a re-agent a three percent solution of oxalic acid, such as I have here. If the ink has logwood for an ingredient, a minute application to the pen stroke will immediately produce a reddish purple reaction. If the same re-agent is used on ink with the blue re-enforcing ingredient, the result will be immediate, only this time the reaction will be a bluish green."

The expert then proceeded to make his test in the presence of all in the room. First he applied the

oxalic acid solution to a line in the signature, and a bluish green reaction followed. He then applied the chemical to several portions of the writing in the receipt, with the same result. Then, devoting particular attention, he applied the chemical to the staff or downward stroke of the "9," and continued, saying:

"If the Court will note, the staff of the '9' gives the same reaction as that of the balance of the writing. I will now apply the same re-agent to the cipher attached to the staff. If the reaction is different from that shown in the previous tests, it proves conclusively that the figure was made with two different inks."

Tense faces watched the expert make the final test, and the case for the defendant exploded when the cipher responded to the test in a bright reddish purple. This gave the lie to the claim that the receipt or acknowledgment of money received was for other than just what appeared as a legitimate credit on the books of the deceased.

It seemed so simple a matter, now that death had intervened, to tack on a little cipher at the left of the top of the figure "1" and obtain $8,000 that the defendant yielded to the temptation; and when one considers that the scheme might have worked, save for the fact that some inscrutable fate made him dip his pen in the wrong bottle of ink, does it not bear out the contention of the crimonologist that every crime really does leave behind its little clew?

CHAPTER XVII

A SIMPLE ","

SHRANK'S tailor shop was dark and dingy, but his work was excellent. Because of the quality of this and his nearness to the financial district of a certain big city in Massachusetts, he numbered among his patrons many wealthy bankers and brokers. These gentlemen, according to their usual customary habit, paid Shrank's bills by personal check. Now, never did they suspect the intense interest their tailor took in examining their individual signatures, as they appeared on said checks. If they had, a new method of payment would have been devised, and one Shrank's criminal career been rudely shattered months sooner than it was.

The local authorities were busily watching the banking affairs in three different banks in this a-foremen-tioned financial district. It seems during the months of March, April and May respectively a forged check had been deposited and then re-checked out in each one of these banks in turn. Officials noted that the three gentlemen whose names had been forged all had

their places of business in the same building, and in hunting for a means by which their signatures might have come into the hands of one individual, they arrived at the dirty shop of a tailor in the watched district — a certain Shrank. After the inspectors of the Bureau of Criminal Investigation were sure of the guilt of Shrank, they proceeded to arrest him. Shrank, who had ample means and influential family friends, put up a good fight, for he claimed the inspectors had fallen into the trap of "mistaken identity," and were banking on the *mere opinion* of a hand-writing expert.

The case of *Commonwealth* vs. *Shrank* was fated, however, to furnish a feature so unusual as to surprise even the most blasé inspectors of the bureau.

The Commonwealth presented its evidence against the Merchant Tailor in substance as follows:

Shrank's plan was to make a memoranda of the bank and the number of a check received as payment on account. Then he would proceed to make a clever tracing of the signature, which he would later use as a model for forgery. His next step was to procure a blank check issued by the bank or trust company he wanted; then he was in possession of all the tools he required for the furtherance of his scheme. Shrank took care to set a date early in the following month and also to number the check with a numbering stamp he had on hand; after which he traced carefully upon

the doctored check the signature he had retained for his model.

All this completed, he filled in the check according to his judgment as to the rating of his customer, say anywhere from $200 to $500. His next procedure was to go to a bank where he was unknown and open an account with this forged check, choosing a date between the second and fifth of the month for this. He knew, by so doing, that the spurious check would not reach the man whose name was forged until the following month. Having allowed ample time for the collection of the check, he checked out from day to day practically all of the new accounts which he had opened. Naturally, a crook as clever as Shrank took good care to keep away from the bank, and of course by this he rendered subsequent identification by the receiving tellers a doubtful proceeding. However, the government was not balked by his supposed skillful covering of his tracks. The career of a certain Shrank in New York City was of great interest to the Commonwealth. This fellow had, some years before, been sentenced for forgery to a term in Sing Sing (one of the wardens of that prison was in attendance at the trial, and on the witness stand testified that the defendant and the erstwhile convict were one and the same person). The government offered all of the above testimony through witnesses, and, of course, it was not told so quickly nor so smoothly in the court

room as you have just read. It all came out as a result of questioning and cross-examination.

The *alibi* of Shrank was a strong one. He attempted to account for the apparent connection with the former Sing Sing convict by claiming that he had a distant cousin of the same name who was unfortunate enough to have a criminal record in New York. He produced an alleged photograph of his cousin, which showed a remarkable resemblance to the accused. The confidence displayed by the defendant's counsel showed that he at least regarded still another exhibit as evidence "par excellence" in the case. This proved to be a copy of a New York magazine published monthly in the interests of the merchant tailoring trade. This particular issue contained a rather flattering personal telling of the presence in New York of the accused. The prime significance of the item was that it covered the time when the warden from Sing Sing had specifically stated that the accused was serving a five-year sentence for forgery.

The admission of this exhibit following the previous photographs and apparently conclusive evidence was all the jury needed to convince it that the defendant's *alibi* was complete, and that a serious mistake, based on circumstantial evidence only, had been made by the prosecution.

X——, who was in attendance upon the District Attorney, had the privilege of examining this fatal

exhibit after it had been duly marked. As he received the magazine, he could not help noticing the smile of satisfaction on the faces of two other witnesses. They had been called by the defense and had testified as to their opinion on the accused's handwriting. Since the defense were claiming Shrank was not a man of the skill or talent to carry out the claimed forgeries, they were stretching every resource to convince the court of this. Hence these two witnesses. Their testimony was diametrically opposite to that of the expert, and the first cursory examination of the page in question offered X—— but little satisfaction. As he slowly turned the pages of the magazine, his practiced eye — keen in its observation of tiny details — made a discovery which chained his attention and altered the aspect of the case at once.

At a whispered word to one of the inspectors, all three of those in attendance, X—— and two inspectors, casually left the court room at short intervals. The group met in the office of the District Attorney. Connection was made at once with the publishers of the magazine in New York.

The afternoon session opened, and but one inspector was present, for his mate was speeding South on the five-hour limited.

When court convened next morning he was on hand and was the one and only witness needed by the Commonwealth in rebuttal.

He produced a copy of the tailors' magazine of the same date and issue as that offered as an exhibit, but which, when examined at the page containing the personal affecting the accused, had an article bearing upon a patent button hole machine instead.

The explanation admitting of no argument to the contrary was that the simple-minded (?), unsophisticated (?) tailor had built up one of the most skillful defenses ever recorded in the criminal courts. He had disguised his normal handwriting sufficiently to hoodwink two fairly experienced men, who had been honestly convinced of their correct deductions when they testified in contradiction to the testimony of X——. Shrank had misled at least one of his *alibi* witnesses, and to cap the climax had taken out a full sheet from the pages of the tailors' magazine and had some friendly printer make up a duplicate in all save replacing an original article with the personal and then finishing the job by skillfully rebinding the book.

After argument and charge, the jury promptly rendered a verdict of guilty. It was proved conclusively aside from a later confession that the accused man was an experienced forger with a record. He is now serving a long sentence as retribution for his crimes.

Of course, dear reader, you are curious as to how the ruse was discovered. Simply enough. X——, while fingering the book, happened to notice a comma in the insert which seemed to have a little longer and

a little sharper-tail than those he observed on all the other pages. That little clew, coupled with the successful handling of the whole case by the two Inspectors of the Bureau, led to the conviction.

CHAPTER XVIII

JUST A SMUDGE OF INK

For obvious reasons, the real name of the principal character in this incident was not Jake Bloom. Yet many of the habitues around Market Square will probably guess right when they think they recognize the party.

Jake Bloom, as we've chosen to call him, was one of that ubiquitous cult always to be found in the Seaport financial district, as well as in the precinct of the Court House, whose complete office outfit consists of a fountain pen and a pocket check book, usually reinforced by a box in a safety vault.

Up to the time of Bloom's abrupt departure from this world a few years ago, it is doubtful if anyone would have disputed the title generally accorded Jake — "the thriftiest, energetic and most complacent little money shark ever"; always ready to respond to the S. O. S. call of club man, professional man or merchant who happened to get within the range of the periscope of financial stringency.

X——, handwriting and document expert, had had

several encounters with the work of Jake Bloom, for it seems that there occasionally appeared one who would question the genuineness of a signature or endorsement on a note that had been negotiated through the latter.

Jake called himself a "note broker," and X—— used to twit him with the fact that in some cases he, Bloom, preferred the finding of a forgery to a proof of genuineness. Jake never seemed to take offense at this good-natured sally of the expert's, and remained on good terms with X——. Each of these gentlemen, in fact, respected the other's acumen in his own particular line.

During the last few years of his career, Bloom's name came to the front in the role of a preferred creditor in so many bankruptcy cases of a certain class over in the Federal building as to cause much discussion. Particularly was this the topic of interest among the attorneys who represented the unfortunate creditors.

The philanthropy such a condition of affairs suggested seemed most foreign to the true character of Jake Bloom as certain astute lawyers knew him. Therefore Bloom was occasionally called upon to stand a cross-examination that only an artist in his particular line of work could weather as successfully as Jake always managed to do.

"Experience teaches," and Bloom, being a past

graduate of her school, met his Waterloo only by the merest chance.

It was on the day set for the hearing before the referee of the case of *Caldwell and Jackson,* late of Seaport, petitioned into bankruptcy. The trustee in the case was contesting the validity of the preference of a certain Jake Bloom on three notes aggregating seven thousand dollars. X——, who was on the stand as an expert witness, had finished his direct testimony and was waiting for his cross-examination.

"Your witness."

Counsel for the trustee nodded to his brother of the day in court and, seating himself, leaned back, smiling complacently at the ceiling as he waited for the opening of the cross-examination of his expert, which proceeded in substance as follows:

Bloom's lawyer questioning X——:

Question: "And you have the effrontery to tell this court, under oath, that these three notes were all made at one sitting, and that the note of July sixth was written immediately after the note dated August twenty-ninth? Now, hold on, sir, that question calls for the simple answer, 'Yes' or 'No.'"

Answer: "Yes."

Question: "Explain to the court how you have arrived at such an extraordinary conclusion."

Answer: "These three notes bear dates of July, August and October respectively. Practically four

months intervene between the first and last dates upon the notes. If they were, as has been testified by the payee, given him on the several dates with which they are dated, and placed by him in the small wallet he produces, this would have necessitated the two foldings of each note as we see here. However, if the July sixth note was folded on that date and the August and October notes were folded and placed in the wallet on their respective dates, then the impossible happened."

Holding up one of the notes, the expert proceeded:

"The first fold is on a slant of fifteen degrees, the second straight up and down. The folds of the three notes superimpose to the one hundredth part of an inch."

Question: "Is that all you have to offer, Mr. Expert?"

Counsel smiled reassuringly at his client, yet, for some reason or other, Jake looked worried.

The expert meanwhile had taken up all three notes in question and was sorting them, one above the other, on the railing which separated the witness stand from the Judge's seat.

Question: "Anything else, sir?"

Answer: "Yes, I stated that the July sixth note was written immediately after that of August twenty-ninth. If the court will examine the back of the

August twenty-ninth note he will see several ink smudges."

While the court was examining as suggested, the expert produced a small square of mirrored glass and, holding it so that the court could see the reflection of the smudge in question, he said:

"If the Court will now examine these slightly blurred words on the face of the July note, he will find that they offset in every particular those ink smudges on the back of the August note. Now, if we take the October twenty-fifth note, we will find a few minute smudges that offset with the August note. Thus it is very evident that the ink on the July and August notes was not entirely dry when all three notes were folded simultaneously. That, Your Honor, is the basis of my opinion."

A pause ensued.

Court: "Anything further from this witness?"

Counsel for the Plaintiff: "No, Your Honor, I would not dignify such testimony as that by further cross-examination."

Court: "We will take a recess. Meanwhile all counsel meet me in the lobby for consultation."

It appeared later that there was a conflict of opinion between the Court and the plaintiff's learned counsel as to the dignity of the testimony of X——; for a few weeks after the consultation above, a United States Judge decided to accept a plea of "guilty" by both

Caldwell and Jackson, and they were sentenced to eighteen months each; Jake being forced to pay a substantial fine. Because of the fraud, proven, the legitimate creditors of the firm of Caldwell and Jackson received a fair dividend.

The plot to hand over to Jake, for a certain sum, most of the assets of the bankrupt organization, who was in turn to hand back all he received from them, minus his reward for engineering the forgeries of the note, came to a conclusion expensive to all three involved. Strange to relate, Jake's name ceased abruptly to appear on any more schedules as a preferred creditor.

CHAPTTR XIX

THE CIGARETTE STUB

A CRIMINAL case, which attracted notable local interest a few years ago, was that of Napoleon Rivet of Lowell, Massachusetts, a French-Canadian mill hand who was electrocuted for murder. It was not so much the sordidness and brutality of this crime that held the public's interest as it was the minute link in the chain of circumstances that absolutely connected the murderer with the need.

Besides his regular occupation, Rivet worked, in his spare time, with a New Jersey life insurance company. This company made a specialty of issuing insurance policies whose premiums were paid upon a weekly or monthly assessment plan, according to the financial ability of the policy holder.

Now, during the trial it was shown that Rivet had placed insurance to the amount of one thousand dollars upon a fellow countryman. Since this fellow countryman was financially unable to carry the policy at the time it was issued, Rivet had made an arrangement with the insured to take an assignment of the

policy, making himself beneficiary to assume the premium. This arrangement was to last until the owner could pay his own premium. As can readily be inferred, since it was still in force at the time of the murder, it supplied the motive which inspired the crime.

Rivet's victim was a night watchman in an outbuilding located near the main entrance of a large manufacturing plant. Here, one morning, he was found murdered under the most revolting circumstances. In the room, near the body, two whiskey bottles were found, one containing the remnants of a quart of the liquor, the other containing a quantity of a green substance, afterwards proven to be sulphuric acid.

During the trial it was revealed that the murderer had visited the watchman on the night of the murder, and had supplied him freely with whiskey until the poor fellow was in a helpless state. This intoxicated condition established, Rivet poured a quantity of sulphuric acid down the man's throat. In doing so, he seared the face and neck of his victim, thus leaving abundant evidence as to how the deed was accomplished.

It was not a difficult thing for the State police, who had charge of the case, to locate from whence the acid came. It proved to have been taken from a nearby

mill where it was employed in the cleaning of copper vats used in dying. Hence the green coloring.

Because Rivet was an employee in this particular department he was therefore under suspicion. Doubly so when it was discovered that he was the only living person who could profit by the death of the murdered man.

This latter fact had been established by X——, who had been called in to identify the writing on the assignment, and had connected it with that of Rivet.

However, as it transpired, this evidence was unnecessary. Fate had provided a stronger link in the chain of circumstances than could be forged by any amount of opinion evidence. It seems that during the investigation which took place at the scene of the murder the attention of one of the detectives was attracted to a cigarette stub that was lying on the window seat of the room in which the body was discovered. This might well have escaped his notice had it not been for the fact that it was unlike any of the usual cigarettes that are sold in this section of the country, for what was left of the unconsumed wrapper was of a peculiar yellowish brown. Thinking it might develop into a possible clew, the detective lifted it with care and tucked it carefully away.

Details regarding Rivet's trial and conviction would prove uninteresting to the reader. Suffice it to say that Rivet had provided a very strong *alibi* as to his

doings on the night of the murder as a defense. This was used by him during his preliminary examination before his arrest was suggested. His actual arrest came about rather dramatically.

A certain detective casually asked Rivet if he had a spare cigarette, at the apparent close of the preliminary examination. Rivet, unsuspicious of any trap, smilingly handed the detective a package, saying, "I have mine sent from Montreal. They don't sell this kind in Lowell." A glance decided the detective, who suddenly lost all desire for a smoke; and, matching the cigarettes in the package with a certain jealously guarded half-burned cigarette stub he had discovered some time back, he quickly reached for his handcuffs.

CHAPTER XX

DEVIOUS BY-WAYS

It has been said, by those who are thoroughly acquainted with the inner workings of our criminal courts, that "if the same talents applied by unfortunates to the commitment of crime were applied to the accomplishment of legitimate work, many brilliant successes instead of dismal failures would result." How true this thought is may be proven by the following resumé of a few cases which have come within the range of X——, the handwriting expert, during the many years of his professional experience.

"Texts for excellent sermons could be gleaned from some of your cases," was the way a clergyman expressed himself one day while making a call at the office of X——, where he found the expert busily examining the data in a case in which he was to testify.

"You have a text in the Bible," the expert replied. "It takes up but a single line, yet it blankets every crime that was ever committed by man. I can prove it easily by showing you a few special cases which

illustrate perverted talent and skill and which have come directly within my own field of investigation. Would you be interested?"

"I certainly would like nothing better than to get in close touch with real cases. I appreciate your offer."

The reverend gentleman watched the expert select from his vault several large envelopes, each bearing a number and certain notations upon the outside.

"To begin with, here's an interesting case of a man's talent for finance that, if rightly directed, would have been a guarantee for success in life. Perverted, as it was, it resulted in adding a new name to the record book in Charlestown prison.

"The man in this case had reached the height of his boyhood ambitions. He had risen from the lower ranks in an important bank in one of our larger cities to president of the same institution. Yet this failed to satisfy him. He wanted more money than his salary brought him, and so he became involved in stock speculation. No! it's not as you think. He didn't rob the bank. If he had the incident would be commonplace and not worth referring to. It was more intricate than you can imagine.

"This bank president, finding himself in a rather tight corner owing to a break in the market, exercised his talents as a financier and manipulated a deal that, for plain ingenuity, ought to have succeeded. He

bought three shares of Standard Oil, original stock, when it was holding around six hundred dollars. Then he had the stock re-issued in his own name. When the certificate, from 26 Broadway, reached him he put a dot over the 'r,' a little corner on the first 'e,' ran the second 'e' up about an eighth of an inch, connected a down stroke with the end of the same letter. All this completed, the body of the certificate read 'thirty,' and you can see that inserting a cipher after the numeral three was mere child's play for him. Just remember, though, all this was before these days of modern efficiency and protection devices, such as entering the amounts involved with perforated print. Anyway, in this case all the forgery involved was accomplished without the attendant risk brought about by erasure or the using of acid.

"After he had doctored the certificate to his satisfaction, this man put it up as collateral for twelve thousand dollars. Of course, dividends for only the three original shares came to him, and detection might have been postponed indefinitely. As it turned out, a year after this transaction he became hopelessly involved financially owing to a collapse in the market, and his falsified collateral was sold on the market in the regular course — the end of his social and business career soon followed."

Taking up another envelope, X—— continued:

"Consider the case of this criminal — a bright,

clever fellow who devoted his skill towards beating the latest device in check protection. When you see a check having the amount stamped through the paper with colored ink, you feel the utmost has been done to protect that check from alteration.

"This boy, just out of his teens, bought a small draft for a few dollars. He cut out the stamped and perforated portion. Then he macerated some paper in his mouth until he had a supply of paper pulp. A little gum arabic was added, and after rolling out his pulp to just the right thickness on a sheet of glass, he proceeded to put a patch over the space left in the draft. A little water coloring gave it the original tint. Availing himself of the office check protector (?), he then re-stamped the draft, making it call for hundreds where it had originally called for dollars. He got away with it, too, but — he tried the game a second time."

"Don't stop, X——; this is extremely interesting," said his guest.

"I'm not going to. I haven't proved my point yet," and X—— began anew.

"Here's a funny case, and a contradictory one, too, for this lad was successful so long that he had begun to believe it paid to devote his talents to following devious by-ways rather than the straight and narrow path. From city to city he traveled, pursuing one line of procedure.

" He would casually enter the store of a small merchant and make a purchase of between forty and sixty cents. This completed, he would enter into conversation with the proprietor. (If he didn't see the proprietor, he saw nothing in the store he wished to buy.) He claimed to be a Hebrew, and selected merchants of Hebrew lineage to practice his little game upon. In his conversations he used Yiddish and this, coupled with his faultless attire, diamond stick-pin and general acquaintance with wholesale trade conditions, rarely failed to make his call of interest to the little merchant.

" His plan was to tender a two-dollar bill in payment for his purchase, and then to leave the change lying on the showcase while he was conversing with the merchant. At last he would pick up his dollar and sixty cents in change (providing his purchase had been forty cents), hold it in his hand and mutter to himself, 'One sixty. Then aloud, 'By George! that reminds me! One sixty. I meant to send a postal order for just that amount over to New York today; now it's too late to buy one. I hate to enclose this silver in an envelope. Ten chances to one it never gets there. Oh, say, old man, you keep a bank account, of course. Just give me a cash check for this.'

" What could be safer — didn't he have the money right in his hand! The little merchant felt as though the handsome, agreeable stranger was paying him a

compliment by his manifest confidence in considering his check as good as money.

"The stranger's visit would be little more than a pleasant memory until the merchant's envelope came back from the bank the first of the following month. Then he would discover his bank balance nearly one hundred dollars less than he had figured it. Checking up with the stubs and returned vouchers, he would find one stub calling for one dollar and sixty cents, yet the corresponding check for ninety-one dollars and sixty cents.

"Seven cases of this nature came to this office, either through the police or from the banks, in one week. In every case the conditions were identical with those I've just related.

"The talent expended in swindling these poor tradesmen ought to have placed that crook in any decent position he might aspire to. His success, however, was his undoing. He got careless in Chicago — last I heard from him he was doing time in Joliet."

Taking up the last envelope, the expert said:

"This case is of a man in the prime of his life now serving a ten-year sentence. A man of unusual gifts, yet all of them perverted. Through a natural aptitude for such things, he rose from a clerical position in a stock brokerage house to an authority on the market. Then, reaching the mountain top of success, he fell into the abyss of crime, reaching for the impossible.

His clever schemes of swindling hoodwinked not alone his bankers, who trusted him, but his own intimate friends and associates also.

"Having made a study of the certified checks of his bank and the signatures of the bank officials, he proceeded to utilize this knowledge with the result that in less than one year after his first plunge he had successfully negotiated falsely certified checks to an amount upwards of fifty thousand dollars. For six years he was a hunted fugitive from justice. He was finally captured in a distant city where he had been for some time a subject of charity in a Salvation Army station."

As X—— gathered up his envelopes, preparatory to returning them to the safe, the clergyman remarked:

"I think I have guessed your text. Isnt it '*Be sure your sins will find you out*'?"

As the expert nodded assent, the clergyman continued:

"I might suggest a companion text to yours: '*The way of the transgressor is hard.*'"

THE END

HV 8074 H65 L5

Author
Hingston, Wm Edward
Vol.

Title
Little Clews
Copy

Date	Borrower's Name